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Attorneys for Plaintiffs

Josephine Tehrani and Angel Rivera

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSEPHINE TEHRANI, individually in her representative capacity and on behalf of other persons similarly situated; and **ANGEL RIVERA**, individually, in his representative capacity, and on behalf of other persons similarly situated,

Plaintiffs,

vs.

ENTERTAINMENT PARTNERS, LLC, a foreign limited liability company; **GEP CENCAST, LLC**, a foreign limited liability company; and **DOES 1 through 50**, inclusive,

Defendants.

Case No.: 23STCV03982

[*Hon. Lawrence P. Riff, Dept. 7*]

FIRST AMENDED COMPLAINT

1. Failure to Pay All Premium Wages
2. Failure to Pay All Overtime Wages
3. Failure to Pay All Wages Due and Owing On Separation;
4. Failure to Provide Accurate Wage Statements;
5. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200]
6. Penalties Pursuant to Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

Complaint Filed: February 23, 2023

FILED
Superior Court of California
County of Los Angeles

06/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

1 Plaintiffs Josephine Tehrani (“Tehrani”) and Angel Rivera (“Rivera”) (together,
2 “Plaintiffs”) on behalf of themselves, and/or in their representative capacity, and/or on behalf of
3 all others similarly situated, complain and allege as follows:

4 **INTRODUCTION**

5 1. This is a class action and representative action lawsuit brought on behalf of
6 Plaintiffs and other similarly situated persons who work or worked as non-union background
7 talent for Defendants Entertainment Partners, LLC and/or GEP Cencast, LLC, who, in addition
8 to their base hourly rate, earned other forms of compensation not excludable under California
9 law when calculating an employee’s regular rate. Plaintiffs’ claims for overtime and meal and
10 rest period violations, inaccurate wage statement penalties, waiting time penalties, and unfair
11 competition arise from Defendants’ failure to factor these forms of non-discretionary
12 remuneration into the calculation of the regular rate of pay for the payment of overtime (and
13 double time) and the calculation of the regular rate of compensation for the payment of break
14 premiums under Labor Code § 226.7 and 512. Pursuant to Code of Civil Procedure § 382,
15 Plaintiffs seek class-wide remedies for underpayment of premium wages for meal and rest period
16 violations, underpayment of overtime wages, waiting time penalties in the form of continuation
17 wages for failure to timely pay employees all wages, inaccurate wage statement penalties,
18 equitable relief, reasonable attorneys’ fees and costs. Plaintiffs, as proxy for the State of
19 California, also bring this action pursuant to the California Private Attorneys General Act, Labor
20 Code sections 2698 et seq. (“PAGA”) to recover civil penalties (75% payable to the Labor
21 Workforce Development Agency and 25% payable to aggrieved employees).

22 **JURISDICTION AND VENUE**

23 2. The Superior Court of the State of California has jurisdiction in this matter
24 because Plaintiffs are residents in the State of California and Defendants are qualified to do
25 business in and regularly conduct business in California. Further, no federal question is at issue
26 because the claims are based solely on California law.

3. This Court has jurisdiction over this action under Article 6 of the California Constitution and California Code of Civil Procedure § 410.10.

4. This Court has jurisdiction over Plaintiffs' and Class Members' claims for unpaid overtime wages, unpaid premium wages and waiting time penalties under California Labor Code § 218.

5. This Court has jurisdiction over Plaintiffs' and the Class Members' claims for restitution of unpaid wages and other ill-gotten benefits arising from Defendants' unlawful and/or unfair business practices under California Business & Professions Code §§ 17200 *et seq.*

6. This Court has jurisdiction over Plaintiffs' claim for civil penalties pursuant to PAGA.

7. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure § 395.5, because Plaintiffs, and other persons similarly situated, performed work for Defendants in the County of Los Angeles, Defendants maintain offices and facilities and transact business in the County of Los Angeles, and Defendants' illegal policies and practices that are the subject of this action were applied, at least in part, to Plaintiffs and other persons similarly situated in the County of Los Angeles.

PARTIES

8. Plaintiff Tehrani is a resident of Los Angeles County, California. Plaintiff was employed by Defendants as a non-exempt non-union background actor in Los Angeles, California, on December 6, 2021, December 13, 2021, September 30, 2022, and October 12, 2022.

9. Plaintiff Rivera is a resident of Los Angeles County, California. Plaintiff was employed by Defendants as a non-exempt non-union background actor in Los Angeles, California, on July 22, 2022.

10. Plaintiffs appear in this action on behalf of themselves and on behalf of all others similarly situated.

11. During Plaintiffs' employment, Plaintiffs often worked more than 8 hours per day and as much as 11 hours per day. In addition, Plaintiffs and other similarly situated hourly employees received various forms of non-discretionary incentive pay, including but not limited to shift differentials or lump sum payments for wet work, smoke work, hair premiums, body make-up premiums, wardrobe allowances, night premiums, among other things, that are not excludable under California law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay").

12. On information and belief, Entertainment Partners, LLC, is now, and at all times mentioned in this complaint, was, a foreign limited liability company organized and existing under the laws of the State of Delaware and is not qualified to do business in California.

13. On information and belief, GEP Cencast, LLC, is now, and at all times mentioned in this complaint, was, a foreign limited liability company organized and existing under the laws of the State of Delaware and is qualified to do business in California.

14. Plaintiffs are informed and believe that DOES 1 through 50 are corporations, individuals, limited liability partnerships, limited liability companies, general partnerships, sole proprietorships or are other business entities or organizations of a nature not currently known to Plaintiffs.

15. Plaintiffs are unaware of the true names of Defendants DOES 1 through 50. Plaintiffs sue said defendants by said fictitious name and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiffs are informed and believe that each of the fictitiously named Defendants is in some manner responsible for the events and allegations set forth in this complaint.

16. All of the acts and failures to act alleged herein were duly performed by and were attributable to all Defendants, each acting as a joint employer, successor, agent, employee, or under the direction and control of the others, except as specifically alleged otherwise. Said acts and failures to act were within the scope of such agency and/or employment, and each Defendant

1 participated in, approved and/or ratified the unlawful acts and omissions by the other Defendants
2 complained of herein. Whenever and wherever reference is made in this Complaint to any act by
3 a Defendant or Defendants, such allegations and reference shall also be deemed to mean the acts
4 and failures to act of each Defendant acting individually, jointly and/or severally.

5 17. Plaintiff makes the allegations in this complaint without any admission that, as to
6 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading, and
7 Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

8 18. Defendants Entertainment Partners, LLC, GEP Cencast, LLC and DOES 1-50 are
9 collectively referred to herein as "Defendants".

10 **GENERAL FACTUAL ALLEGATIONS**

11 19. **Facts Related to Defendants' Calculation of Overtime Wages:** On December
12 6, 2021, Defendants employed Plaintiff Tehrani as a non-union background actor to appear in the
13 show, "Reasonable Doubt," a production of ABC Signature, LLC. Defendants paid Plaintiff
14 Tehrani a base hourly rate of \$15.00 per hour. Plaintiff Tehrani worked at least 8.7 hours that
15 day with no meal or rest break as required under California law.

16 20. Because Plaintiff Tehrani worked 8.7 hours, Defendants paid Plaintiff Tehrani 0.7
17 hours of overtime at one and one-half time her base hourly rate (or \$22.50/hour).

18 21. Plaintiff Tehrani also earned and was paid an additional \$15 for performing work
19 that involved a non-discretionary bonus (referred to on her wage statement or voucher as
20 "AUTRNT"). The \$15 payment was non-discretionary because payment was not based on
21 Defendants' sole discretion and, as such, was required to be factored into the calculation of
22 Plaintiff Tehrani's regular rate of pay for the payment of her overtime and double time wages
23 and into the calculation of Plaintiff Tehrani's regular rate of compensation for the payment of her
24 meal period premium.

25 22. Despite Defendant's payment of the non-discretionary "AUTRNT" payment to
26 Plaintiff Tehrani, Defendants failed to include the payment when calculating Plaintiff Tehrani's
27 regular rate of pay, thereby causing them to be underpaid all of their required overtime and

double time wages. Instead, Defendants paid Plaintiff Tehrani one and one-half times her base rate, which was not equal to one and one-half times the applicable regular rate.

23. On December 13, 2021, Defendants employed Plaintiff Tehrani as a non-union background actor to appear in the show, “Loot,” a production of Universal Television, LLC. Defendants paid Plaintiff Tehrani a base hourly rate of \$15.00 per hour. Plaintiff Tehrani worked at least 9 hours that day with no meal or rest break as required under California law.

24. Because Plaintiff Tehrani worked 9 hours, Defendants paid Plaintiff Tehrani 1 hour of overtime at one and one-half time her base hourly rate (or \$22.50/hour).

25. Plaintiff Tehrani also earned and was paid an additional \$3 for performing work that involved a non-discretionary bonus (referred to on her wage statement or voucher as “ALLOW”). The \$3 payment was non-discretionary because payment was not based on Defendants’ sole discretion and, as such, was required to be factored into the calculation of Plaintiff Tehrani’s regular rate of pay for the payment of her overtime and double time wages and into the calculation of Plaintiff Tehrani’s regular rate of compensation for the payment of her meal period premium.

26. Despite Defendants’ payment of the non-discretionary “ALLOW” payment to Plaintiff, Defendants failed to include the payment when calculating Plaintiff Tehrani’s regular rate of pay, thereby causing them to be underpaid all of their required overtime and double time wages. Instead, Defendants paid Plaintiff Tehrani one and one-half times her base rate, which was not equal to one and one-half times the applicable regular rate.

27. On September 30, 2022, Defendants employed Plaintiff Tehrani as a non-union background actor to appear in the show, “All American,” a production of Warner Brothers TV. Defendants paid Plaintiff Tehrani a base hourly rate of \$19.00 per hour. Plaintiff Tehrani worked at least 8.2 hours that day with no meal or rest break as required under California law.

28. Because Plaintiff Tehrani worked 8.2 hours, Defendants paid Plaintiff Tehrani 0.2 hours of overtime at one and one-half time her base hourly rate (or \$28.50/hour).

29. Plaintiff Tehrani also earned and was paid an additional \$5 for performing work

1 that involved a non-discretionary bonus (referred to on her wage statement or voucher as
2 “PROPS”. The \$5 payment was non-discretionary because payment was not based on
3 Defendants’ sole discretion and, as such, was required to be factored into the calculation of
4 Plaintiff Tehrani’s regular rate of pay for the payment of her overtime and double time wages
5 and into the calculation of Plaintiff Tehrani’s regular rate of compensation for the payment of her
6 meal period premium.

7 30. Despite Defendants’ payment of the non-discretionary “PROPS” payment to
8 Plaintiff Tehrani, Defendants failed to include the payment when calculating Plaintiff Tehrani’s
9 regular rate of pay, thereby causing them to be underpaid all of their required overtime and
10 double time wages. Instead, Defendants paid Plaintiff Tehrani one and one-half times her base
11 rate, which was not equal to one and one-half times the applicable regular rate.

12 31. On October 12, 2022, Defendants employed Plaintiff Tehrani as a non-union
13 background actor to appear in the show, “Fatal Attraction,” a production of Paramount Pictures
14 Corporation. Defendants paid Plaintiff Tehrani a base hourly rate of \$16.50 per hour. Plaintiff
15 Tehrani worked at least 11 hours that day with no meal or rest break as required under California
16 law.

17 32. Because Plaintiff Tehrani worked 11 hours, Defendants paid Plaintiff Tehrani 2
18 hours of overtime at one and one-half time her base hourly rate (or \$24.75/hour) and 1 hour of
19 double time at twice her base hourly rate (or \$33/hour).

20 33. Plaintiff Tehrani also earned and was paid an additional \$5 for performing work
21 that involved a non-discretionary bonus (referred to on her wage statement or voucher as
22 “WRDALW”). The \$5 payment was non-discretionary because payment was not based on
23 Defendants’ sole discretion and, as such, was required to be factored into the calculation of
24 Plaintiff Tehrani’s regular rate of pay for the payment of her overtime and double time wages
25 and into the calculation of Plaintiff Tehrani’s regular rate of compensation for the payment of her
26 meal period premium.

27 34. Despite Defendants’ payment of the non-discretionary “WRDALW” payment to
28

1 Plaintiff Tehrani, Defendants failed to include the payment when calculating Plaintiff Tehrani's
2 regular rate of pay, thereby causing them to be underpaid all of their required overtime and
3 double time wages. Instead, Defendants paid Plaintiff Tehrani one and one-half times her base
4 rate, which was not equal to one and one-half times the applicable regular rate.

5 35. Plaintiff Tehrani also earned and was paid an additional \$5 for performing work
6 that involved a non-discretionary bonus (referred to on her wage statement or voucher as
7 "PROPS"). The \$5 payment was non-discretionary because payment was not based on
8 Defendants' sole discretion and, as such, was required to be factored into the calculation of
9 Plaintiff Tehrani's regular rate of pay for the payment of her overtime and double time wages
10 and into the calculation of Plaintiff Tehrani's regular rate of compensation for the payment of her
11 meal period premium.

12 36. Despite Defendants' payment of the non-discretionary "PROPS" payment to
13 Plaintiff Tehrani, Defendants failed to include the payment when calculating Plaintiff Tehrani's
14 regular rate of pay, thereby causing them to be underpaid all of their required overtime and
15 double time wages. Instead, Defendants paid Plaintiff Tehrani one and one-half times her base
16 rate, which was not equal to one and one-half times the applicable regular rate.

17 37. On information and belief, during the relevant period, Defendants have failed to
18 factor other forms of Incentive Pay into the regular rates of pay for the payment of overtime and
19 double time wages to persons employed as background talent

20 38. On July 22, 2022, Defendants employed Plaintiff Rivera as a non-union
21 background actor to appear in the show, "Grownish." Defendants paid Plaintiff Rivera a base
22 hourly rate of \$16.50 per hour. Plaintiff Rivera worked more than ten (10) hours that day with
23 no meal or rest break as required under California law.

24 39. Because Plaintiff Rivera worked more than fourteen (10) hours, Defendants paid
25 Plaintiff Rivera 2 hours of overtime at one and one-half time his base hourly rate (or
26 \$24.75/hour) and 0.5 hours of double time at twice his base hourly rate (or \$33/hour).

27 40. Plaintiff Rivera also earned and was paid an additional \$5 for performing work

1 that involved water or smoke (referred to on his wage statement or voucher as “SMOKE”. The
2 \$5 payment was non-discretionary and, as such, was required to be factored into the calculation
3 of Plaintiff Rivera’s regular rate of pay for the payment of his overtime and double time wages
4 and into the calculation of Plaintiff Rivera’s regular rate of compensation for the payment of his
5 meal period premium.

6 41. Despite Defendants’ payment of the non-discretionary “SMOKE” payment to
7 Plaintiff Rivera, and other similarly situated hourly employees, Defendants failed to include the
8 payment when calculating Plaintiff Rivera’s and other similarly situated persons’ regular rate of
9 pay, thereby causing them to be underpaid all of their required overtime and double time wages.
10 Instead, Defendant paid Plaintiff Rivera one and one-half times his base rate, which was not
11 equal to one and one-half times the applicable regular rate.

12 42. On information and belief, during the relevant period, Defendants have failed to
13 factor other forms of Incentive Pay into the regular rates of pay for the payment of overtime and
14 double time wages to persons employed as background talent.

15 43. **Facts Related to Defendants’ Calculation of Meal and Rest Period Premiums:**
16 Section 11 of the applicable Wage Orders provides: “If an employer fails to provide an employee
17 a meal period in accordance with the applicable provisions of this order, the employer shall pay
18 the employee one (1) hour of pay at the employee’s *regular rate of compensation* for each
19 workday that the meal period is not provided.” See, e.g., Wage Order 12-2001(11)(C), (12)(B)
20 (same re rest periods) (emphasis added); *see also* Labor Code § 226.7(c) (“If an employer fails to
21 provide an employee a meal or rest or recovery period in accordance with a state law, ..., the
22 employer shall pay the employee one additional hour of pay at the employee’s *regular rate of*
23 *compensation* for each work day that the meal or rest period is not provided.” (Emphasis
24 added)).

25 44. During the relevant period, Defendants paid premium wages to Plaintiffs and
26 other members of the Break Premium Class for violations of the California’s meal and rest break
27 laws. For example, because Plaintiffs experienced a meal period violation due to Defendants’
28

1 failure to provide them with a compliant meal period, Defendants paid them one meal period
2 premium (reflected on their wage statement or voucher as “MEAL”) in the unblended rate hourly
3 rate.

4 45. As with overtime, Defendants were required to factor the non-discretionary bonus
5 payment into the calculation of Plaintiffs’ regular rate of compensation for the payment of their
6 meal period premium.

7 46. However, Defendants paid Plaintiffs and other members of the Break Premium
8 Class one hour of pay at the employee’s base hourly rate when compensating those employees
9 for violations of the meal and rest period requirements, including in periods when the employee
10 earned Incentive Pay required to be factored into an employee’s regular rate of compensation.

11 47. On information and belief, during the relevant period, Defendants have failed to
12 factor other forms of Incentive Pay into the regular rates of compensation for the payment of
13 premium wages to persons employed as background talent.

14 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

15 48. Plaintiffs bring this action on behalf of himself, on behalf of all others similarly
16 situated, and as a member of Classes defined as follows:

17 a. Overtime Class: All current and former non-exempt non-union
18 employees of Defendants employed as background talent in California
19 who earned and were paid overtime wages on the same work day that
20 Defendants paid them Incentive Pay (as defined above) during the four
21 years preceding the filing of Plaintiffs’ Complaint through the date
22 Notice is mailed to the members of this Class.

23 b. Break Premium Class: All current and former non-exempt non-union
24 employees of Defendants employed as background talent in California to
25 whom Defendants paid premium pay pursuant to Labor Code section
26 226.7 or Sections 11 or 12 of the applicable Wage Orders on the same
27 work day that Defendants paid them Incentive Pay (as defined above)

during the four years preceding the filing of Plaintiffs' Complaint through the date Notice is mailed to the members of this Class.

c. Waiting Time Penalty Class: Members of the Overtime Class and members of the Break Premium Class whose employment by Defendants ended at any time during the three years preceding the filing of Plaintiffs' Complaint through the date Notice is mailed to the members of this Class.

c. Wage Statement Class: Members of the Overtime Class and members of the Break Premium Class employed by Defendants at any time during the one-year period preceding the filing of Plaintiffs' Complaint through the date Notice is mailed to the members of this Class.

49. This action has been brought and may be properly maintained as a class action pursuant to the provisions of California Code of Civil Procedure § 382 and other applicable law.

50. **Numerosity**: Code of Civil Procedure § 382: members of the Classes are so numerous that their individual joinder is impracticable. Plaintiffs estimate that there are no less than 50 persons in each of the classes. The precise number of Class members and their addresses are unknown to Plaintiffs. However, Plaintiffs are informed and believes that the number can be obtained from Defendants' records. Class members may be notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

51. **Existence of Predominance of Common Questions of Fact and Law**: Code of Civil Procedure § 382: Common questions of law and fact exist as to all members of the Class. These questions predominate over any questions effecting only individual members of the class. These common factual and legal questions include:

(a) Whether Defendants' failure to factor non-discretionary remuneration, such as shift differentials and other forms of compensation paid to class members, into the payment of overtime wages violated Labor Code § 510 and the applicable IWC Wage Orders;

- (b) Whether Defendants' failure to factor non-discretionary remuneration, such as shift differentials and other forms of compensation paid to class members, into the payment of premium wages for break violations violated Labor Code § 226.7(c) and the applicable IWC Wage Orders;
- (c) Whether Defendants failed to provide class members who ceased employment with Defendants all wages owed at the time of the cessation of the employee-employer relationship;
- (d) Whether Defendants committed unlawful business practices or acts within the meaning of Business & Professions Code Sects. 17200 *et seq.*;
- (e) Whether, as a consequence of Defendants' unlawful conduct, the members of the Classes are entitled to restitution, and/or equitable relief;
- (f) Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiffs and the class members as a whole.

52. **Typicality**: Plaintiffs' claims are typical of the claims of the members of each Class because Plaintiffs, as an hourly paid employee, were exposed to the same unlawful business practices as the members of the classes. Plaintiffs sustained the same types of injuries and losses that the class members sustained. Plaintiffs are subject to the same affirmative defenses as the members of the class.

53. **Adequacy**: Plaintiffs will adequately and fairly protect the interests of the members of the Classes. Plaintiffs have no interest adverse to the interests of absent Class members. Plaintiffs are represented by legal counsel who has substantial class action experience in civil litigation and employment law.

54. **Superiority**: A class action is superior to other available means for fair and efficient adjudication of the claims of the Classes and would be beneficial for the parties and the court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary

1 amounts due to many individual Class members are likely to be relatively small, and the burden
2 and expense of individual litigation would make it difficult or impossible for individual members
3 of the Class to seek and obtain relief. A class action will serve an important public interest by
4 permitting such individuals to effectively pursue recovery of the sums owed to them. Further,
5 class litigation prevents the potential for inconsistent or contradictory judgments raised by
6 individual litigation.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY ALL PREMIUMS FOR MEAL AND REST PERIOD VIOLATIONS**
9 **(By Plaintiffs and the Break Premium Class against Defendants)**

10 55. Plaintiffs re-allege and incorporates by reference the foregoing allegations as
11 though set forth herein.

12 56. At all relevant times, Plaintiffs and the other members of the Break Premium
13 Class were employees of Defendants covered by Labor Code Section 226.7 and the applicable
14 Wage Orders, including Wage Order 12.

15 57. Pursuant to Labor Code Section 226.7 and Wage Order 12, Plaintiffs and the
16 other members of the Break Premium Class were entitled to rest periods of at least 10 minutes
17 for each four-hour period of work, or major fraction thereof, and one hour of additional pay (i.e.,
18 premium) for every day a required rest period was not provided.

19 58. Pursuant to Labor Code Sections 226.7 and 512, and Wage Order 12, Plaintiffs
20 and the other members of the Break Premium Class were entitled to a meal period of at least 30
21 minutes for each workday they worked more than 5 hours in any workday, and one additional
22 hour of pay (i.e., premium) for every day that a timely meal period was not provided.

23 59. When Defendants failed to allow Plaintiffs and other members of the Break
24 Premium Class to take their meal and/or rest periods in accordance with Labor Code Section
25 226.7 and Wage Order 12, Defendants maintained a policy or practice of paying break premiums
26 at amounts that only included “base hourly wages” and did not factor in Incentive Pay earned for
27

1 an hour's work owed to members of the Break Premium Class as required by Labor Code
2 Section 226.7 and Wage Order 12.

3 60. During the period in which Defendants did not provide Plaintiffs and members of
4 the Break Premium Class all compliant rest and/or meal periods, Defendants failed to provide
5 Plaintiffs and other members of the Break Premium Class the additional hour of pay required by
6 Labor Code Section 226.7 and Wage Order 12.

7 61. As a result of Defendants' unlawful conduct, Plaintiffs and other members of the
8 Break Premium Class have suffered damages in an amount, subject to proof, to the extent they
9 were not paid all premiums owed for meal and rest period violations.

10 62. Pursuant to Labor Code Section 218, Plaintiffs and other members of the Break
11 Premium Class are entitled to recover the full amount of their unpaid additional pay for meal and
12 rest period violations. Pursuant to Labor Code Section 218.5, Plaintiffs and other members of
13 the Break Premium Class are entitled to recover their reasonable attorney's fees and costs of suit.
14 Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiffs and other
15 members of the Break Premium Class are entitled to recover prejudgment interest on the
16 additional pay owed for meal and rest period violations.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY ALL OVERTIME WAGES**

19 **(Cal. Labor Code §§ 510, 1194)**

20 **(By Plaintiffs and the Overtime Class against Defendants)**

21 63. Plaintiffs reallege and incorporates by reference all of the foregoing paragraphs,
22 as though they are set forth in full.

23 64. Pursuant to Labor Code Sections 510, 1194 and Subsection 3(D) of Wage Order
24 12-2001, require an employer to pay an employee one and one-half (1½) times such employee's
25 regular rate of pay for work in excess of eight hours in a day. See Wage Order 12(3)(d)
26 (specifically providing for "One and one-half (1½) times the extra player's rate of pay for the
27 ninth (9th) and tenth (10th) work hours of employment and not less than double the extra

1 player's rate of pay for all hours worked thereafter").

2 65. Plaintiffs are informed and believes, and based thereon, alleges that Defendants
3 regularly and systematically, as a policy and practice, miscalculated the overtime and double
4 time rates of pay by failing to properly include the various forms of Incentive Pay paid to
5 Plaintiffs and members of the Overtime Class, such as the Incentive Pay payment paid to
6 Plaintiffs and others, which are not statutory exclusions when calculating an employee's regular
7 rate of pay. Rather, Plaintiffs and members of the Overtime Class were only paid one and one-
8 half times their base rate, which was not equal to the regular rate, as Defendants failed to include
9 the various forms of Incentive Pay earned during corresponding periods that were required to be
10 included in the regular rate, but were not.

11 66. Defendants' policy and practice of requiring overtime work but not paying at the
12 proper overtime and double time rates for said work violates Labor Code Section 510 and the
13 applicable California Wage Orders.

14 67. As a result of the unlawful acts of Defendants, Plaintiffs and the members of the
15 Overtime Class he seeks to represent have been deprived of overtime wages in amounts to be
16 determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys'
17 fees, and costs.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES DUE AND OWING ON SEPARATION OF** 20 **EMPLOYMENT**

21 **(Cal. Labor Code §§ 201.5, 203)**

22 **(By Plaintiffs and the Waiting Time Penalty Class against Defendants)**

23 68. Plaintiffs reallege and incorporates by reference all of the foregoing paragraphs,
24 as though they are set forth in full.

25 69. Plaintiffs and the other members of the Waiting Time Penalty Class were
26 employees of Defendants covered by Labor Code Sections 201.5 whose employment with
27 Defendants ended during the relevant class period.

70. Labor Code Section 201.5 provides “An employee engaged in the production or broadcasting of motion pictures whose employment terminates is entitled to receive payment of the wages earned and unpaid at the time of the termination by the next regular payday.”

71. As alleged above, Defendants failed to pay Plaintiffs and other members of the Waiting Time Penalty Class all wages earned and unpaid prior to termination, including all overtime and premium wages due at the time of the cessation of the employee-employer relationship in accordance with Labor Code Section 201.5. Plaintiffs are informed and believes and thereon alleges that at all relevant times within the applicable limitations period, Defendants maintained and continue to maintain a policy or practice of not paying terminated employees all their final wages, including all overtime wages and premium wages, earned before termination due under Labor Code Section 201.5.

72. Defendants' failure to pay Plaintiffs and members of the Waiting Time Penalty Class all wages earned prior to termination in accordance with Labor Code Section 201.5 was willful. Defendants had the ability to pay all wages earned by employees prior to termination in accordance with Labor Code Section 201.5, but intentionally adopted policies or practices incompatible with the requirements of Labor Code Section 201.5.

73. Pursuant to Labor Code Section 201.5, Plaintiffs and other members of the Waiting Time Penalty Class are entitled to all wages earned prior to termination that Defendants failed to pay them.

74. Pursuant to Labor Code Section 203, Plaintiffs and other members of the Waiting Time Penalty Class are entitled to continuation of their wages, from the day their earned and unpaid wages were due upon termination until paid, up to a maximum of 30 days.

75. As a result of Defendants' conduct, Plaintiffs and other members of the Waiting Time Penalty Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to termination.

76. As a result of Defendants' conduct, Plaintiffs and members of the Waiting Time Penalty Class have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code Section 203.

77. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other members of the Waiting Time Penalty Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code Section 203, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiffs and other members of the Waiting Time Penalty Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid continuation wages.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code § 226)

(By Plaintiffs and the Wage Statement Class against Defendants)

78. Plaintiffs reallege and incorporates by reference all of the foregoing paragraphs, as though they are set forth in full.

79. Labor Code § 226(a) sets forth reporting requirements for employers when they pay wages, including in relevant part: “Every employer shall ... at the time of each payment of wages, furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned,” Labor Code § 226(e)(1) provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per employee, and is entitled to an award of costs and reasonable attorneys’ fees.”

80. Labor Code § 226(e)(2)(B)(iii) provides: “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete

1 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and
2 the employee cannot promptly and easily determine from the wage statement alone one or more
3 of the following: (i) The amount of the gross wages or net wages paid to the employee during the
4 pay period or any of the other information required to be provided on the itemized wage
5 statement pursuant to items (2) to (4), inclusive, (6) and (9) of subdivision (a) ... (iii) The name
6 and address of the employer....”

7 81. Throughout the period applicable to this cause of action, Defendants knowingly
8 and intentionally failed to furnish, and continue to knowingly and intentionally fail to furnish, to
9 Plaintiff and other members of the Wage Statement Class, itemized statements accurately
10 showing the required information, including but not limited to all wages earned and correct
11 applicable hourly rates of pay.

12 82. Plaintiff and the other members of the Wage Statement Class suffered injury by
13 these failures because, among other things, they could not determine from the wage statement
14 alone their total wages and correct hourly rates.

15 83. Plaintiffs and the other Wage Statement Class members are entitled to the
16 amounts provided for in Labor Code § 226(e), plus costs of suit.

17 84. Pursuant to Civil Code § 3287(a), Plaintiff and the other members of the Wage
18 Statement Class are entitled to recover prejudgment interest on the amount of their § 226(e)
19 remedies. Pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine,
20 and/or the common fund doctrine, Plaintiffs and other members of the Class are entitled to
21 recover their attorney’s fees.

22 **FIFTH CAUSE OF ACTION**

23 **FOR RESTITUTION OF UNDERPAYMENT OF OVERTIME AND PREMIUM WAGES**
24 **PURSUANT TO BUSINESS & PROFESSIONS CODE SECTIONS 17200 ET SEQ.**

25 **(UNFAIR COMPETITION)**

26 **(By Plaintiffs and the Classes against Defendants)**

27 85. Plaintiffs reallege and incorporates by reference all of the foregoing paragraphs,
28

as though they are set forth in full.

86. Beginning at an exact date unknown to Plaintiff, Defendants engaged in unfair competition as defined in California Business and Professions Code section 17200.

87. Section 17200 provides a private cause of action for any “unlawful, unfair or fraudulent business practice and unfair, deceptive, untrue or misleading advertising.”

88. At all times relevant to this action, Plaintiffs and other members of the Classes were employees of Defendants entitled to the benefits of Labor Code sections 201-203, 226.7, 510 and 1194.

89. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and other members of the Overtime Class their overtime wages at the rate of pay required by law. Accordingly, Plaintiffs and other members of the Overtime Class did not receive the full amount of overtime and double time that they were entitled to receive by law.

90. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and other members of the Break Premium Class their meal and rest break premium wages at the rate of pay required by law. Accordingly, Plaintiff and other members of the Break Premium Class did not receive the full amount of premium wages that they were entitled to receive by law.

91. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and other members of the Waiting Time Penalty Class the full amount of their overtime wages and/or premium wages upon the separation of employment by Defendants and, thereafter, failed to pay waiting time penalties pursuant to Labor Code section 203 to the members of the Waiting Time Penalty Class. Accordingly, Plaintiffs and members of the Waiting Time Penalty Class did not receive all of the wages they were entitled to receive by law.

92. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to its unlawful and unfair business practices in violation of the Labor Code, Defendants have gained a competitive

1 advantage over other comparable companies doing business in the State of California that
2 comply with their obligations under the Labor Code.

3 93. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and
4 other members of the Classes have suffered injury in fact and lost money or property. Plaintiffs
5 and members of the Classes have been deprived of their rights to all overtime and double time
6 wages owed to them, additional premium wages for meal and rest period violations; and/or
7 timely payment of all earned wages due upon termination of employment.

8 94. Pursuant to Business and Professions Code section 17203, Plaintiffs and other
9 members of the Classes are entitled to restitution of the amount of overtime pay by which
10 Defendants underpaid them, the amount of the premium wages by which Defendants underpaid
11 them, and to their reasonable attorneys' fees and costs under Code of Civil Procedure section
12 1021.5.

13 **SIXTH CAUSE OF ACTION**

14 **CIVIL PENALTIES UNDER PAGA**

15 **(By Plaintiffs, Aggrieved Employees, and the State of California against Defendants)**

16 95. Plaintiffs reallege and incorporate by reference all of the foregoing paragraphs, as
17 though they are set forth in full.

18 96. At all times relevant to this action, Plaintiff and other Aggrieved Employees were
19 "aggrieved employees" within the meaning of Labor Code Section 2699.

20 97. Defendants' conduct as described herein, arising from Defendants' failure to pay
21 overtime premiums at the correct regular rate of pay, failure to pay rest and meal break
22 premiums at the correct regular rate of compensation, failure to provide accurate wage
23 statements, and failure to timely pay all wages upon cessation of employment constitute
24 violations of Labor Code Sections 201-203, 226, 226.7, 510, 512, 1194 and the applicable Wage
25 Orders, including, Subsections 3, 11 and 12 of Wage Order 12-2001.

26 98. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf
27 of himself and other current or former employees, to bring a civil action to recover civil penalties

pursuant to the procedures specified in Labor Code Section 2699.3.

99. Plaintiff Rivera has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated December 8, 2022, Plaintiff Rivera gave written notice to the Labor and Workforce Development Agency (“LWDA”) via its online filing system and by certified mail to Entertainment Partners, LLC and GEP Cencast, LLC of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. To date, more than 65 days after the postmark date of December 8, 2022, the LWDA has not advised Plaintiff that it intends to investigate Plaintiff Rivera’s allegations.

100. Plaintiff Tehrani has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated February 28, 2023, Plaintiff Tehrani gave written notice to the Labor and Workforce Development Agency (“LWDA”) via its online filing system and by certified mail to Entertainment Partners, LLC and GEP Cencast, LLC of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. To date, more than 65 days after the postmark date of December 8, 2022, the LWDA has not advised Plaintiff that it intends to investigate Plaintiff Tehrani’s allegations.

101. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiffs and other Aggrieved Employees are entitled to civil penalties for Defendants' violations of the Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, including Wage Order 12-2001, in the amount of one 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. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be distributed to the LWDA, and 25% shall be distributed to the aggrieved employees.

102. Pursuant to Labor Code Section 2699(g), Plaintiffs are entitled to an award of reasonable attorney's fees and costs in connection with his claims for civil penalties.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated, pray
3 for relief and judgment against Defendants as follows:

4 **CLASS CERTIFICATION:**

- 5 1. An order that the action be certified as a class action;
6 2. An order that Plaintiff be certified as the representative of the Classes;
7 3. An order that counsel for Plaintiff be confirmed as Class counsel;

8 **ON THE FIRST CAUSE OF ACTION:**

- 9 1. Damages for underpaid premiums for meal and rest period violations;
10 2. Prejudgment interest;

11 **ON THE SECOND CAUSE OF ACTION:**

- 12 1. Damages for underpaid overtime wages;
13 2. Prejudgment interest;

14 **ON THE THIRD CAUSE OF ACTION:**

- 15 1. Damages for unpaid wages earned prior to termination of employment;
16 2. Damages for unpaid continuation wages owed for failing to pay all earned wages
17 timely upon termination of employment;
18 3. Prejudgment interest;

19 **ON THE FOURTH CAUSE OF ACTION:**

- 20 1. Damages for inaccurate wage statements for each pay period;
21 2. Prejudgment interest;

22 **ON THE FIFTH CAUSE OF ACTION:**

- 23 1. Restitution of all underpayment of overtime wages by Defendants to Plaintiff and
24 members of the Overtime Class;
25 2. Restitution of all underpayment of premium wages by Defendants to Plaintiff and
26 members of the Break Premium Class;
27 3. Prejudgment interest;

ON THE SIXTH CAUSE OF ACTION:

1. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to aggrieved employees);
2. Costs;
3. Reasonable attorney's fees; and
4. Such other and further relief as this Court may deem just and proper.

ON ALL CAUSES OF ACTION:

1. Judgment in favor of Plaintiff and the putative Classes and against Defendants;
2. Reasonable attorney's fees;
3. Costs of suit; and
4. Such other relief as the Court deems just and proper.

Dated: June 26, 2023

KIM LEGAL, APC



By: _____

Frank H. Kim

Attorneys for Plaintiffs Tehrani and Rivera

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the Class on all claims so triable.

Dated: June 26, 2023

KIM LEGAL, APC



By: _____

Frank H. Kim

Attorneys for Plaintiffs Tehrani and Rivera