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 6 Jerred Halvorsen and
 Arthur Simms

FILED
 Superior Court of California
 County of Los Angeles
10/22/2024

David W. Slayton, Executive Officer / Clerk of Court
 By: R. Lozano Deputy

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

10 JERRED HALVORSEN, individually and on
 11 behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 SOMETHING IDEAL, LLC, doing business as
 "M SS NG P ECES" a Florida Limited Liability
 15 Company; ARI KUSCHNIR, an individual;
 BRIAN LATT, an individual; and DOE 1
 16 through and including DOE 10,

17 Defendants.

Case No: 24STCV15027

**FIRST AMENDED
 CLASS ACTION COMPLAINT**

1. Cal. Lab. Code (the "Code") §§ 201.3, 201.5, 203 and/or 204 -- Continuing Wages
2. Code §§ 226.7, 512 and Wage Order, Failure to Provide Meal Breaks
3. Code § 226.7 and Wage Order, Failure to Provide Rest Breaks
4. Code §§ 1194, 1194.2 and 1198 Failure to Provide Pay Proper Minimum Wages
5. Code §§ 510, 515 and 1198, Wage Order 4 and/or 12, Failure to Pay Overtime
6. Code § 2802, Failure to Reimburse Business Expenses (Cell Phones)
7. Code § 226(b), Payroll Records
8. Code § 1198.5, Personnel Records
9. Cal. Bus & Prof. Code §§ 17200 *et seq.* – Restitution
10. Breach of Implied Employment Contract
11. Code §226(a), Improper Wage Statements

JURY TRIAL DEMANDED

Plaintiffs Jerred Halvorsen (“Halvorsen”) and Arthur Simms (“Simms”), by and through their undersigned attorneys, brings this Class Action, alleging as follows:

JURISDICTION AND VENUE

1. This First Amended Complaint seeks unpaid wages, damages, statutory penalties and attorneys' fees and costs.

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

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

THE PARTIES

4. Plaintiff Halvorsen and Simms are each an individual, who, during the time periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of California.

5. Defendant SOMETHING IDEAL, LLC, d/b/a “M SS NG P ECES” (“SILLC”) is a Florida Limited Liability Company, which at all times relevant herein, conducted business within the County of Los Angeles, State of California and produced a commercial entitled “Activision: Cod#1236” (“hereinafter the Production”)

6. Defendant ARI KUSCHNIR (AK) is Managing Partner of SILLC who, during the time periods relevant to this complaint, was and is a resident of the County of Los Angeles, State of California.

7. Defendant BRIAN LATT (“BL”) is Managing Partner of SILLC, as well as a resident of

1 the State of California.

2 8. Defendants Doe One through and including Doe Ten are sued herein under the provisions
3 of section 474 of the California Code of Civil Procedure. Plaintiffs are unaware of the true names,
4 identities or capacities, whether corporate, individual or otherwise, of said fictitiously named defendants,
5 but leave of Court will be prayed to amend this pleading to insert the same herein when finally
6 ascertained. Plaintiffs are informed, believes and thereupon alleges that each of the fictitiously named
7 Defendants, during the relevant time period maintained a place of business in the County of Los Angeles
8 of the State of California. Defendants SILLC, and Does One through and including Doe Ten are
9 hereinafter collectively referred to as Defendants.

10 9. Defendants are “temporary services employers” as defined by Code § 201.3 and required
11 to pay workers no less frequently than weekly. Indeed, the wage statement issued to Plaintiff Halvorsen
12 stated that his “Pay Period” was from “08/18/21” to “08/18/21,” and that the “Pay Frequency” was
13 “W[EEKLY]” for his work on the Commercial Job Activision: COD #1236. See, Exhibit 1.1 hereto, a
14 partially redacted copy of Halvorson’s Tuesday, August 31, 2021, wage statement. The wage statement
15 issued to Plaintiff Simms stated that his “Pay Period” was from Sunday, “11/28/21” to Saturday,
16 “12/04/21,” and that the “Pay Frequency” was “W[EEKLY]” for his work on the Commercial McDonalds
17 #1253. See, Exhibit 1.2 hereto, a partially redacted copy of the wage statement issued to Simms on
18 Tuesday, December 14, 2021. Similarly, it appears that all other wage statements issued by Defendants
19 from 2018 through 2021 for other commercials also indicated that the “Pay Frequency” was “W[EEKLY]”:
20 Commercial Job Allstate #1064 (Exhibit 2); Commercial Job Albertsons #1215 (Exhibit 3); Commercial
21 Job Super Cuts #1237 (Exhibit 4); Commercial Job Sephora #1212 (Exhibit 5); Commercial Job
22 Activision: COD #1236 (Exhibit 6); Commercial Job VISA #1222 (Exhibit 7); Commercial Job Tostitos
23 # 1157 (Exhibit 8).

24 10. Defendants are “temporary services employers” as defined by Code § 201.3 and required
25 to pay workers no less frequently than weekly. Section 201.3 provides, in part:

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

27 **(1)** “Temporary services employer” means an employing unit that contracts with clients
or customers to supply workers to perform services for the clients or customers and that
performs all of the following functions:

28 **(A)** Negotiates with clients and customers for matters such as the time and place where

the services are to be provided, the type of work, the working conditions, and the quality and price of the services.

(B) Determines assignments or reassignments of workers, even if workers retain the right to refuse specific assignments.

(C) Retains the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer.

(D) Assigns or reassigns workers to perform services for clients or customers.

(E) Sets the rate of pay of workers, whether or not through negotiation.

(F) Pays workers from its own account or accounts.

(G) Retains the right to hire and terminate workers.

...
(4) “Client” and “customer” mean the person with whom a temporary services employer has a contractual relationship to provide the services of one or more individuals employed by the temporary services employer.

(b)(1)(A) Except as provided in paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to work for a client, that employee’s wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision.

...
(c) A temporary services employer who violates this section is subject to the civil penalties provided for in Section 203 and to any other penalties available at law.

(d) This section shall not be interpreted to limit any rights or remedies otherwise available under state or federal law.

Code § 201.3.

11. As a “temporary services employer,” SILLC is an employing unit which contracts with clients to supply workers to perform services to its clients. SILLC performs all of the following functions: (A) Negotiates with clients and customers for matters such as the time and place where the services are to be provided, the type of work, the working conditions, and the quality and price of the services; (B) Determines assignments or reassignments of workers, even if workers retain the right to refuse specific assignments; (C) Retains the authority to assign or reassign a worker to another client or customer when the worker is determined unacceptable by a specific client or customer; (D) Assigns or reassigns workers to perform services for clients or customers; (E) Sets the rate of pay of workers, whether or not through negotiation; (F) Pays workers from its own account or accounts; and (G) Retains the right to hire and terminate workers.

12. Plaintiffs are informed and believes and thereon allege that all defendants, including the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all acts alleged herein occurred within the course and scope of said agency, employment, partnership, and

1 joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,
2 consent authorization and ratification of their co-defendants; however, each of these allegations are
3 deemed “alternative” theories whenever not doing so would result in a contradiction with other
4 allegations.

5 **GENERAL ALLEGATIONS**

6 13. Defendants employed Plaintiff Halvorsen during the Class period as a crew member for
7 the filming for the Commercial entitled “ACTIVISION: COD #1236” – working on Wednesday,
8 August 18, 2021. (Exhibit 1). Once his employment ended, Defendants were required to pay him by the
9 next week, on or before Friday, August 27, 2021, giving the defense an nine-day window in which to
10 pay final wages to Plaintiff. However, his paycheck was not even prepared until on or after Tuesday,
11 August 31, 2021, many days after Plaintiff provided services. Defendants are routinely tardy in their
12 wage payments to crew. Such tardy payments were also made, for example, to crew members working
13 on other projects. For example, the crew members were also paid late and/or were not paid premium
14 wages in connection with the Job entitled “Khalid-Right Back” shot on Monday, June 24, 2019. Once
15 their employment ended, Defendants were required to pay them by the next week, on or before Friday,
16 July 5, 2019. However, their paychecks were not even prepared until on or after Thursday, July 11,
17 2019, more than two weeks after they provided services. (A partially redacted copy of the wage
18 statement is attached as Exhibit 9). Similarly, in connection with the Commercial Job entitled “Super
19 Cuts#1237” shot on August 30, 2021 and August 31, 2021, crew members were paid 21 days late.
20 (Exhibit 4). Defendants were required to pay them by Friday, September 6, 2021, but their checks were
21 not cut until Saturday, September 21, 2021.

22 14. Although Plaintiffs should have been paid in full for the accrued minimum wages,
23 provided proper, uninterrupted meal periods and rest breaks, and issued final wages no later than as
24 required by Code § 201.3 or 201.5, they have yet to be paid the full amount of wages owing to them.
25 The payments to them did not fully compensate Plaintiffs for all outstanding wages. Plaintiffs and Class
26 Members have as of the date of filing of this Complaint have not been fully compensated for work
27 performed for the Defendants, for example their rest breaks and meal periods. Plaintiffs and Class
28 Members have not been compensated for use of their personal cell phones, devices which were required

1 for temporary production crew who work for Defendants.

2 15. Plaintiffs and Class Members were also required to keep their walkie talkie radios and/or
3 cell phones with them at all times, including during faux meal periods and rest breaks. This policy
4 precluded Defendants from providing Plaintiffs and others the ability to enjoy legally compliant meal and
5 rest breaks as required by California law. Augustus v. ABM Sec. Servs. Inc., 2 Cal. 5th 257, 260 (2016).
6 Essentially, rest breaks were simply not provided, at all.

7 16. Plaintiffs and Class Members are typically hired as employees on the production of
8 filmed content. They typically work under the direction and supervision of producers, directors, ad
9 agencies and clients. Some supplies and equipment were provided by Defendants and/or leased by them
10 for use on the Production. Some supplies and equipment were provided by Defendants, and some were
11 provided by Plaintiffs and/or Class Members. Defendants secured and provided the locations for the
12 Productions where the work took place. Plaintiffs and the crew provided, for example, their personal cell
13 phones, without receipt of any reimbursement, at all.

14 17. At times mentioned herein, Wage Order 4 or Wage Order 12 of the California Industrial
15 Welfare Commission applied to Plaintiffs and Class Members. In part, each Wage Order reflects
16 employer obligations regarding hours and days of work, reporting time pay and records (obligations
17 which the employer, here, failed to fulfill, both with respect to Plaintiffs and to Class Members).

18 18. In part, each Wage Order reflects employer obligations regarding hours and days of
19 work, reporting time pay, records, meal periods and rest periods (obligations which the employer, here,
20 failed to fulfill, both with respect to Plaintiffs and Class Members). Wage Order 12 provides, in relevant
21 part:

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

23 **(A) Daily Overtime - General Provisions**

24 (1) The following overtime provisions are applicable to employees 18 years of age or
25 over and to employees 16 or 17 years of age who are not required by law to attend school
26 and are not otherwise prohibited by law from engaging in the subject work. Such
27 employees shall not be employed more than eight (8) hours in any workday or more than
28 40 hours in any workweek unless the employee receives one and one-half (1.5) times
such employee's regular rate of pay for all hours worked over 40 hours in the workweek.
Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in
any workday or more than six (6) days in any workweek is permissible provided the
employee is compensated for such overtime as follows:

(a) Employees may be employed up to a maximum of sixteen (16) hours including meal periods in any one day from the time they are required and do report until dismissed, provided the employee is compensated for such overtime at not less than:

(1) For daily employees and weekly employees, excluding weekly employees guaranteed more than forty (40) hours a workweek and “on call” employees, one and one-half (1.5) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any one workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(2) Double the employee’s regular rate of pay for all hours worked in excess of twelve (12) hours in any workday, and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

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

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

...

7. Records.

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

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

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

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

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

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

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

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee’s records shall be available for inspection by the employee upon reasonable request.

...

11. Meal Periods.

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

(B) Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

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

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

12. Rest Periods.

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3.5) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

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

Cal. Code of Regs., tit. 8, § 11120 ("Wage Order 12"). Wage Order 4 varies insofar as it provides:

No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be called not later than five (5) hours after the termination of the preceding meal period.

Wage Order 4.

19. At all times relevant herein, section 201.5 of the Code provided in part:

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

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

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

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

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

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

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

(b) 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.

(c) The payment of wages to employees covered by this section may be mailed to the employee or made available to the employee at a location specified by the employer in the county where the employee was hired or performed labor. The payment shall be deemed to have been made on the date that the employee's wages are mailed to the employee or made available to the employee at the location specified by the employer, whichever is earlier.

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

(e) Nothing in this section prohibits the parties to a valid collective bargaining agreement from establishing alternative provisions for final payment of wages to employees covered by this section if those provisions do not exceed the time limitation established in Section 204.

Code § 201.5.

20. Defendants employed individuals such as Plaintiffs and Class Members to work on the production on motion pictures, yet Defendants failed to timely or fully pay them, all in violation, inter alia, of Code sections 201.3, 201.5, 203 and/or 204.

21. At all relevant times mentioned herein, section 203 of the Code provided in part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with 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. An employee who secretes or absents themselves to avoid payment to them, or who refuses to receive the payment when fully tendered to them, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which the

1 employee so avoids payment.

2 Code § 203(a). By failing to pay Plaintiffs and Class Members all wages when due at termination,
3 Plaintiffs and Class Members are entitled to continuing wages pursuant to section 203 of the Code.

4 22. At all times relevant herein, section 204 of the Code provided in part:

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

12 Code § 204.

13 23. In no event should Plaintiffs or Class Members have been paid later than the time periods
14 established by sections 201.3, 201.5, 203 and/or 204 of the Code. Plaintiffs have never been paid the
15 premium wages owing on account of Defendants' failure to provide wages for missed rest breaks and
16 missed meal periods, all leading to penalties and civil penalties under sections 203 and 204 of the Code,
17 all as required by Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th 93, 106-07, 111 (2022), reiterated in
18 Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056, 1068 (May 6, 2024) ("section 203 and
19 section 226 claims can be brought based on unpaid and unreported missed-break premium pay.").

20 24. The Defendants' policy has been to devote insufficient resources to the payroll
21 accounting function, with the inevitable result that employees are routinely paid in tardy fashion, in
22 violation of sections 201.3, 201.5, 203 and/or 204 of the Code, and otherwise in violation of the Code.

23 25. Code sections 226.7, 512 and Section 12 of each Wage Order require an employer to pay
24 an additional hour of compensation for each meal period the employer fails to provide. Defendants
25 failed to maintain a policy of routinely providing such compensation to all workers, much less informing
26 all Class Members of these rights.

27 26. Defendants implemented a timekeeping system that does not permit employees to track
28 and record their actual hours worked insofar as all are required to report meal breaks of exactly thirty or
sixty minutes. This policy and practice has the routine and recurrent impact of artificially insulating the
employer from incurring additional expense on account of tardy, missed, interrupted and/or short meal
periods and depriving compensation for all hours worked. Further, the workers are logged on the clock

1 only at artificially created “call times” which do not reflect when the work day commenced, as well as
2 artificially created “wrap times” which do not reflect when the work day ended. This illegal policy and
3 practice resulted in routine nonpayment of accrued minimum and/or overtime wages.

4 27. Here, Defendants failed to apprise all Class Members of their rights associated with meal
5 periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1) often
6 requiring all Class Members to take late meal breaks, after the first 6 hours of each shift; (2) requiring
7 Class Members to work shifts over 12 hours without providing a second meal period of 30 minutes in
8 length; (3) failing to compensate properly non-union workers when “grace” is called with respect to the
9 delayed commencement of a meal period; and (4) failing to pay a premium wage of 1 hour of pay at the
10 employee’s regular rate of compensation for each workday in which a proper meal break was not
11 provided. At all relevant times mentioned herein, section 226.7 of the Code provided:

12 (a) As used in this section, “recovery period” means a cooldown period afforded an
13 employee to prevent heat illness.

14 (b) An employer shall not require an employee to work during a meal or rest or recovery
15 period mandated pursuant to an applicable statute, or applicable regulation, standard, or
16 order of the Industrial Welfare Commission, the Occupational Safety and Health
17 Standards Board, or the Division of Occupational Safety and Health.

18 (c) If an employer fails to provide an employee a meal or rest or recovery period in
19 accordance with a state law, including, but not limited to, an applicable statute or
20 applicable regulation, standard, or order of the Industrial Welfare Commission, the
21 Occupational Safety and Health Standards Board, or the Division of Occupational Safety
22 and Health, the employer shall pay the employee one additional hour of pay at the
23 employee's regular rate of compensation for each workday that the meal or rest or
24 recovery period is not provided.

25 Code § 226.7.

26 28. At all relevant times mentioned herein, section 226 of the Code provided:

27 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
28 each of his or her employees, either as a detachable part of the check, draft, or voucher
paying the employee’s wages, or separately when wages are paid by personal check or
cash, an itemized statement in writing showing (1) gross wages earned, (2) total hours
worked by the employee, except for any employee whose compensation is solely based
on a salary and who is exempt from payment of overtime under subdivision (a) of Section
515 or any applicable order of the Industrial Welfare Commission, (3) the number of
piece rate units earned and any applicable piece rate if the employee is paid on a piece-
rate basis, (4) all deductions, provided, that all deductions made on written orders of the
employee may be aggregated and shown as one item, (5) net wages earned, (6) the
inclusive dates of the period for which the employee is paid, (7) the name of the

1 employee and his or her social security number, except that by January 1, 2008, only the
2 last four digits of his or her social security number or an employee identification number
3 other than a social security number may be shown on the itemized statement, (8) the
4 name and address of the legal entity that is the employer, and (9) all applicable hourly
5 rates in effect during the pay period and the corresponding number of hours worked at
6 each hourly rate by the employee. The deductions made from payments of wages shall
be recorded in ink or other indelible form, properly dated, showing the month, day, and
year, and a copy of the statement or a record of the deductions shall be kept on file by the
employer for at least three years at the place of employment or at a central location within
the State of California.

....

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

....

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

13 Code § 226. Defendants employed Plaintiffs and 226 Class Members, but, in all cases, Defendants
14 failed to provide them with the data required by section 226(a) of the Code. Defendants did not provide
15 a wage statement which identifies the legal name and address of the employer, as well as failing to
16 describe the inclusive dates of the pay period. Rather, they engaged in a practice of substituting the days
17 worked for the actual "Pay Period", all of which prevents the worker from determining "from the wage
18 statement alone" when their wages were due, thereby violating the plain statutory requirement. The
19 wage statement failed to advise of accrued and unpaid wages owing on account of the defense failure to
20 provide compliant meal periods and rest breaks. All of the foregoing was intentional misconduct of
21 Defendants that injured Plaintiffs and Class Members insofar as they were subjected to confusion and
22 deprived of information to which they were legally entitled.

23 29. At all relevant times mentioned herein, section 1194 of the Code provided:

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

27 Code § 1194. Section 1194.2 of the Code provides that the employee is "entitled to recover
28 liquidated damages" in these circumstances. Biggs v. Wilson, 1 F.3d 1537 (9th Cir. 1993).

30. At all relevant times mentioned herein, section 2802 of the Code provided in part:

- (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or duties . . .
- (b) All awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.
- (c) For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing rights granted by this section.

Code § 2802. Defendants failed to reimburse Plaintiffs and Class Members for necessary business expenses incurred in the performance of their duties, such as for the use of a personal cell phone and for other motion picture production equipment and supplies. Cell phones are required for onboarding; preparation of time cards; and other, routine, on-the-job communications with other members of the crew. In recent years, much of the motion picture industry in California has adopted the practice of reimbursing works for these employee expenses at a rate of \$3.00 per day. Group Exhibit 10 consists of redacted wage statements issued by other motion picture companies, Park Pictures being a direct competitor of SILLC (Exhibit 10.9), reflecting the payment of \$3.00 per day on account of employee cell phone expense.

31. At all relevant times mentioned herein, section 558 of the Code provided:

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.

Code § 558. Defendants are the employers or other persons acting on behalf of an employer who violated or caused to be violated the relevant sections of the Code referenced herein.

32. At all relevant times mentioned herein, section 558.1 of the Code provided:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the

employer for such violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

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

Code § 558.1. Upon information and belief, Defendants were joint employers or other persons acting on behalf of an employer who violated or caused to be violated the relevant sections of the Code referenced herein. Defendants directly and/or indirectly controlled the Class Members’ wages, working conditions and hours and were responsible for the policies or lack of policies that caused the Code violations. Defendants’ personnel and/or representatives were on the set of the productions and actively participated in the productions, and/or had the authority to do so.

33. At all relevant times mentioned herein, section 2810.3 of the Code provided:

(a) As used in this section:

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

...

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

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

...

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

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

(6) “Usual course of business” means the regular and customary work of a business, performed within or upon the premises or worksite of the client employer.

(b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

(2) Failure to secure valid workers’ compensation coverage as required by Section 3700.

(c) A client employer shall not shift to the labor contractor any legal duties or liabilities under Division 5 (commencing with Section 6300) with respect to workers supplied by the labor contractor.

(d) At least 30 days prior to filing a civil action against a client employer for violations covered by this section, a worker or his or her representative shall notify the client employer of violations under subdivision (b).

(e) Neither the client employer nor the labor contractor may take any adverse action against any worker for providing notification of violations or filing a claim or civil action.

(f) The provisions of subdivisions (b) and (c) are in addition to, and shall be supplemental of, any other theories of liability or requirement established by statute or common law.

...

Code § 2810.3. Activision Blizzard Media, LLC (Activision) was the client employer of Plaintiff Halvorsen and certain Class Members, and Defendants were the labor contractors. McDonalds Corporation was the client employer of Plaintiff Simms and certain Class Members, and Defendants were the labor contractors.

CLASS-ACTION ALLEGATIONS

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

All persons paid wages on account of services provided for Defendant SILLC in the production of Motion Pictures in California during the period beginning no earlier than four years and 178 days prior to the filing hereof to the date of a decision on a Motion for Class Certification (such persons are referred to as “Class Members,” and such period is referred to hereafter as the “Class Period”).

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

36. Defendants, as to Plaintiffs and Class Members, failed to timely compensate the workers as required by sections 201.3, 201.5, 203 and/or 204 of the Code and, accordingly, Defendants’ failure to make timely payment entitles Plaintiffs and each Class Member to statutory damages.

37. Defendants, as to Plaintiffs and Class Members, failed to provide meal and rest breaks as required by sections 226.7, 512 of the Code and Wage Order 12, and, accordingly, Defendants’ failure to provide meal and rest breaks entitles Plaintiffs and Class Members to either actual damages or statutory damages, whichever is greater, as well as continuing wages for which provision is made by Code section 203 and recovery under Code section 226(e). Plaintiffs have not been paid accrued premium wages owing for the non-provision of compliant meal periods and rest breaks, as required by Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th 93, 106-07, 111 (2022), and reiterated in Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056, 1068 (May 6, 2024) (“section 203 and section 226 claims can be brought based on unpaid and unreported missed-break premium pay.”).

1 **A. Numerosity**

2 38. The potential members of each Class as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined at this time, Plaintiffs are informed and believe that Defendants employed during the
5 relevant time periods at least hundreds of workers in the State of California. The number of Class
6 Members is great, but not so great as to make the class unmanageable. It therefore is impractical to join
7 each Class Member as a named plaintiff. Accordingly, utilization of a class action is the most
8 economically feasible means of determining the merits of this litigation.

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

12 **B. Commonality**

13 40. There are questions of law and fact common to the Class that predominate over any
14 questions affecting only individual Class Members. These common questions of law and fact include,
15 without limitation:

16 a. Whether Defendants failed to pay all wages in a timely fashion upon the discharge of
17 Class Members, all in violation of sections 201.3, 201.5, 203 and/or 204 of the Code.

18 b. Whether Defendants failed to pay all wages during employment, all in violation of
19 sections 204 and 210 of the Code.

20 c. Whether Defendants' failure to provide accurate itemized wage statements to 226 Class
21 Members violates section 226(a).

22 d. Whether Defendants failed to provide meal breaks to Class Members.

23 e. Whether Defendants failed to provide rest breaks to Class Members.

24 f. Whether Defendants failed to pay proper minimum wages to Class Members under Code
25 sections 1194 and 1194.2.

26 g. Whether Defendants failed to reimburse necessary business expenses to Class Members
27 under Code sections 2802.

h. Whether Class Members are entitled to restitution due to Defendants' unfair or unlawful business practices under Cal. Bus & Prof. Code sections 17200 *et seq.*

C. Typicality

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

42. The claims of the named Plaintiffs are typical of the claims of the Class, which claims all arise from the same general operative facts, namely, Defendants did not compensate its employees as required by the Code and applicable Wage Order. Plaintiffs and all members of the Class sustained injuries and damages arising out of and caused by the Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein. Plaintiffs have no conflict of interest with the other Class Members and are able to represent the Class Members' interests fairly and adequately.

D. Adequacy of Representation

43. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represent Plaintiffs are competent and experienced in litigation large employment class actions.¹ Neither Plaintiffs nor Plaintiffs' counsel have any conflict with the Class.

E. Superiority of Class Action

44. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to pay hourly wages, failing to pay overtime wages, failing to provide Class Members rest and meal periods without legal compensation. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and

¹ See, e.g., Bithell v. E.P. Mgmt. Servs., 2007 Cal. App. Unpub. LEXIS 9706, *3 (2006) ("On October 2, 2000, plaintiff Greenberg filed this class action (the Greenberg claims). In the original complaint, plaintiff alleged that a purported defendant class of employers in the motion picture industry violated former Labor Code section 201.5 (which the Legislature amended on May 19, 1998) by failing to pay discharged employees' wages due and owing within 24 hours after discharge.")

1 economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are
2 likely to be construed in the management of this action that would preclude its maintenance as a class
3 action. The disposition of all claims of the members of the Class in a class action, rather than in
4 individual actions, benefits the parties and the Court. The interest of the Class Members in controlling
5 the prosecution of separate claims against Defendants is small when compared with the efficiency of a
6 class action.

7 **FIRST CAUSE OF ACTION**

8 (Continuing Wages, Code § 201.3, 201.5, 203, 204
9 On Behalf of Plaintiff and the Class Against All Defendants)

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

12 46. Defendants employed Plaintiffs as a crew member. Plaintiffs were not paid all wages
13 accrued upon separation from employment and not paid all wages accrued once the production ended.

14 47. Plaintiffs and Class Members consistently worked more than 6-hour and/or 12-hour
15 shifts. However, they were required to keep their walkie talkies, radios and/or cell phones on their
16 persons, turned on and audible at all times, including during their rest periods and meal breaks and/or
17 they were precluded from leaving the set and its immediate environs during their breaks, all due to the
18 requirements of the Filmmakers Code of Professional Responsibility. Accordingly, they were denied
19 their breaks and are entitled to an additional thirty minutes of wages for each faux meal break, funds
20 which remain unpaid.

21 48. As part of the implied employment contracts between each Plaintiff and Class member,
22 on the one hand, and Defendants on the other, when filming within the Los Angeles County jurisdictions
23 subject to FilmLA, in which, on information and belief, perhaps half of the Productions here are issue
24 were filmed, the Parties agreed that the employees would abide by the conditions in the FilmLA Film
25 Permits issued to Defendants, permitting the scheduled work. Those Film Permits routinely required
26 compliance with a “FilmLA Filmmakers’ Code of Professional Responsibility” (the “LA Code”), a copy
27 of the version issued in 2019 is attached hereto as Exhibit 11. That LA Code provides, in part, for
28 regulation of employer conduct before reporting to work and going on the clock, before the start of the
day is regulated, but not compensated:

1. The production company must comply with the provisions of the film permit at all times.
2. The Filmmakers' Code of Professional Responsibility will be attached to every permit, and both must be shown to any member of the public that asks to see them.
3. Productions arriving on-location in or near a residential neighborhood shall enter the area no earlier than the time stipulated on the permit.
- ...
5. Cast and crew must observe designated parking areas. Parking of cast and crew vehicles on public streets is prohibited unless authorized by the film permit.
6. Parking on both sides of public streets is prohibited unless specifically authorized by the film permit.
7. Production vehicles may not block driveways without the express permission of the local municipality or the driveway owner.

Exhibit 11 (<https://filmla.com/wp-content/uploads/2019/07/Filmmakers-code-of-coduct-2019.pdf>), last accessed August 2, 2024).

49. Another, later version issued by FilmLA is to the same effect. Exhibit 12, for example, states:

Meals must be confined to the area designated in the location agreement or permit. Individuals must eat within the designated meal area.

Exhibit 12, ¶ 6.

50. In addition, there is a "California Film Commission Professional Filmmakers Code of Conduct" (the "CA Code") such as attached hereto as Exhibit 13. That CA Code provides, in part, that worker activity before the start of the day is regulated, but not compensated:

2. Production vehicles arriving on location in or near a residential neighborhood should not enter the area before the time stipulated in the permit, should park one by one, and turn off engines as soon as possible. Cast and crew should observe designated parking areas.

...

5. Cast and crew meals should be confined to the area designated in the permit.

Exhibit 13, p. 1 (<https://cdn.film.ca.gov/wp-content/uploads/2020/11/Professional-Filmmakers-Code-of-Conduct.pdf>).

51. As part of the implied employment contracts between each Plaintiff and Class member, on the one hand, and Defendants on the other, the Parties agreed that all employees, whether or not in a union, would honor calls for "grace" to permit filming to continue beyond the sixth or twelfth hour of work as the case may be, and each Plaintiff and Class Member routinely did so, whether or not a meal break had been scheduled. The applicable CBA for union members working on commercials provides that "[t]he first deductible meal period may be extended by fifteen (15) minutes to complete a set up and

1 a second deductible meal period may be extended by thirty (30) minutes to complete a set up and/or
2 wrap.”² These provisions do not apply to non-union workers such as Plaintiffs, yet industry practice
3 demands all workers follow the procedures for grace. In any event, grace is routinely called, and non-
4 union workers have their meals often delayed beyond the sixth hour of work, without compensation by
5 the Defendants for such untimely meals. Defendants regularly established record-keeping procedures
6 note when grace is called, and in the course of discovery these materials will be accessed so that
7 Plaintiffs might amend this FAC to articulate precise details relating to these practices.

8 52. As part of the implied employment contracts between each Plaintiff and Class member,
9 on the one hand, and Defendants on the other, the Parties agreed that all employees would remain on or
10 near the designated set, from their initial report time until final wrap for the day. According to the AICP
11 Commercial Filmmakers’ Code of Professional Responsibility: “5. Cast and crew meals shall be
12 confined to the area designated in the location agreement or permit.” Exhibit 14, [https:// aicp.com/
13 assets/editor/AICP_Location_Code_of_Professional_Responsibility_members_June2017.pdf](https://aicp.com/assets/editor/AICP_Location_Code_of_Professional_Responsibility_members_June2017.pdf) (last
14 accessed August 2, 2024). This policy and practice is articulated in the LA Code:

15 Cast and crew are to remain on or near the area that has been permitted. . . .

16 . . .
17 If not specified in the permit, an area for meal service and consumption must be
18 designated.

19 Exhibit. ¶11, ¶¶9, 12.

20 53. A Warner Bros. “Filmmakers Code of Professional Responsibility” provides, in part, that:
21 “5. Cast and crew meals shall be confined to the area designated in the location agreement or permit.
22 Individuals shall eat within their designated meal area, during scheduled crew meals.” Further: “11. . . .
23 Remain within the boundaries of the property that has been permitted for filming.” Exhibit 15.

24 54. Exhibits 11-15 reflect industry practices in the filming of Motion Pictures in California,
25 both television commercials and otherwise.

26 55. Defendants’ failure to compensate Plaintiffs and Class Members within the time for
27 which provision is made by section 201.5 of the Code, despite their knowledge of their obligation to do

28 ² See AICP/IATSE 2019 Commercial Production Agreement and Northeast Corridor Appendix, Article XVIII- MEALS, Section 3, p. 11.

1 so, was and is “willful” as the word is used in section 203.

2 56. Pursuant to section 203 of the Code, Plaintiffs and Class Members are entitled to
3 continuing wages from Defendants in an amount according to proof, and Plaintiffs are entitled to
4 penalties of at least \$30,000. Plaintiffs and Class Members are also entitled to recover costs and
5 reasonable attorneys’ fees under section 218.5 of the Code.

6 **SECOND CAUSE OF ACTION**

7 (Failure to Provide Meal Breaks, Code §§ 226.7 and 512 and Wage Order
8 On Behalf of Plaintiffs and the Class Against Defendants)

9 57. Plaintiffs incorporate by reference each and every allegation set forth in this Complaint as
10 though fully set forth herein.

11 58. At all times herein relevant, sections 226.7 and 512 of the Code and IWC Wage Order 12
12 provided that those employees must receive meal periods of not less than thirty minutes if an employee
13 works for a period of more than six hours and a second thirty-minute meal period after no less than six
14 hours after the termination of the preceding meal period. By its failure to provide minimum statutory
15 meal periods to Plaintiffs and Class Members, Defendants willfully violated the provisions of Code
16 sections 226.7 and 512, and IWC Wage Order 12.

17 59. Defendants failed to apprise Plaintiffs and Class Members of their rights associated with
18 meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1)
19 requiring all workers to take late meal breaks that occurred after the first 6 hours of each shift; (2)
20 required Aggrieved Employees to work shifts over 12 hours without providing a second meal period of
21 30 minutes in length; and (3) failed to pay such employees 1 hour of pay at the employees’ regular rate
22 of compensation for each workday in which a proper meal break was not provided. Plaintiffs and Class
23 Members were not permitted to leave the set of the Production for meal periods.

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

27 61. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
28 deprived of premium wages, and/or other compensation in amounts to be determined at trial, and are

1 entitled to recovery of such amounts, in an amount of not less than \$35,000 for Plaintiff, plus interest
2 thereon, and costs.

3 **THIRD CAUSE OF ACTION**

(Failure to Provide Rest Breaks, Code § 226.7 and IWC Wage Order)
4 On Behalf of Plaintiffs and the Class Against Defendants)

5 62. Plaintiffs incorporate by reference each and every allegation set forth in this Complaint as
6 though fully set forth herein.

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

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

12 65. Plaintiffs and Class Members were not permitted to leave the set of the Production for
13 any purported rest periods. They were required to be available via radio or personal cell phone at all
14 times, yes were not reimbursed for the expense of owning and maintaining a personal cell phone.

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

18 67. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been
19 deprived of premium wages, and/or other compensation in amounts to be determined at trial, a sum of at
20 least \$20,000, and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs.

21 **FOURTH CAUSE OF ACTION**

(Damages for Unpaid Minimum Wages,
22 Code §§ 1194, 1194.2 and 1198

23 On Behalf of Plaintiffs and the Class Against All Defendants)

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

26 69. Plaintiffs and the Class Members, worked many hours for Defendants, without
27 compensation for work performed, as required by law. Both late payment and non-payment of minimum
28 wages violate the state statute requiring the payment of a minimum hourly wage.

1 70. Plaintiffs and Class Members are entitled to recover liquidated damages under section
2 1194.2 of the Code in an amount according to proof, at least \$20,000. Plaintiffs and Class Members are
3 also entitled to recover costs and reasonable attorneys' fees under section 1194 of the Code.

4 **FIFTH CAUSE OF ACTION**

5 (Failure to Pay All Overtime, Code §§ 510, 515 and 1198, Wage Order 4 and/or 12
6 On Behalf of Plaintiffs and the Class Against All Defendants)

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

9 72. Plaintiff, as well as the Class, worked many hours for Defendants, including overtime,
10 without compensation for work performed, as required by law. Class Members were routinely deprived
11 of thirty minutes of compensation for their services, as Defendants routinely participated in a scheme
12 using faux meal breaks to force a half hour deduction (or more) from wages owing to Class Members.
13 As hereinabove articulated, the crew were required to respond to colleagues' queries, whether by
14 walkie-talkies, cell phone, in person or otherwise. For example, with respect to walkie-talkies, crew
15 were issued specific devices for each span of service for SILLC, and SILLC kept track of which device
16 was issued to each member of the crew so Defendants could account for each of the devices which were
17 issued to crew for their use while working for SILLC. At the conclusion of their service, each member
18 of the crew returned his or her walkie-talkie to appropriate SILLC employee. SILLC meals were
19 routinely interrupted by such walkie-talkie calls, all in violation of Augustus.

20 73. Plaintiffs and the Class are entitled to recover damages in an amount according to proof.
21 Plaintiffs and the Class are also entitled to recover costs and reasonable attorneys' fees under section
22 1194.2 of the Code.

23 **SIXTH CAUSE OF ACTION**

24 (Failure to Reimburse Necessary Expenses, Code §2802
25 On Behalf of Plaintiffs and the Class Against All Defendants)

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

28 75. In discharge of their duties, Defendants required Plaintiffs and Class Members to make
purchases and/or rent equipment for their work on the set of a motion picture production. Plaintiffs and

1 Class Members were required to use their personal cellphones but were not reimbursed for such use
2 when working for Defendants. Other producers of motion pictures, including Netflix, Disney and
3 Warner Bros., do reimburse crew for this expense.

4 76. Pursuant to section 2802 of the Code, Plaintiffs and Class Members are entitled to
5 reimbursement of their out-of-pocket expenses from Defendants and damages in addition to interest
6 thereon, attorney's fees and costs.

7 **SEVENTH CAUSE OF ACTION**

8 (Failure to Provide Employment Records Upon Request Code § 226(b)
9 On Behalf of Plaintiff Halvorsen Against SILLC)

10 77. Plaintiff Halvorsen realleges and incorporates herein by reference the allegations
11 contained in this Complaint as though fully set forth herein.

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

15 79. On or about May 17, 2024, by letters sent to both the Registered Agent for SILLC as well
16 as Defendant Kushner, Plaintiff Halvorsen requested that Defendant SILLC permit inspection or
17 copying of Plaintiff's employment records pursuant to Code section 226(b). Defendants failed to
18 provide Plaintiff Halvorsen with all of his employment records within 21 days of the request.

19 80. Pursuant to Code Section 226(b) and (f), Plaintiff Halvorsen is entitled, and hereby seeks
20 to recover from Defendant SILLC a seven-hundred-fifty-dollar (\$750) penalty, reasonable attorney's
21 fees, and the costs of bringing this cause of action.

22 **EIGHTH CAUSE OF ACTION**

23 (Failure to Provide Employment Records Upon Request Code § 1198.5
24 On Behalf of Plaintiff Halvorsen Against SILLC)

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

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

83. On or about May 17, 2024, Plaintiff Halvorsen requested that Defendants SILLC and Ari Kuschnir permit inspection or copying of his personnel records pursuant to Code section 1198.5. Defendants have failed to provide Plaintiff Halvorsen with an opportunity to inspect or copy the employment records within 30 days of the request.

84. Pursuant to Code Section 1198.5(k), Plaintiff Halvorsen is entitled, and hereby seeks to recover from Defendant SILLC, a seven-hundred-fifty-dollar (\$750) penalty, reasonable attorney's fees, and the costs of bringing this cause of action

NINTH CAUSE OF ACTION

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

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

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

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

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

89. The actions of Defendants entitle Plaintiffs to seek the remedies available under section 17200 *et seq.* Plaintiffs seek full restitution of said amounts from Defendants, as necessary and according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein. Plaintiff, on behalf of himself, as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to sections 218.5

1 of the Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiffs seek the appointment of a
2 receiver as necessary.

3 **TENTH CAUSE OF ACTION**

4 (Breach of Implied Employment Contract
5 On Behalf of Plaintiffs and the Class Against Defendants)

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

8 91. In this matter, unlike many other motion pictures, there appears to be no explicit, written
9 contract of employment between Plaintiffs and Class Members on the one hand, and Defendants on the
10 other.

11 92. "A cause of action for breach of implied contract has the same elements as does a cause
12 of action for breach of contract, except that the promise is not expressed in words but is implied from the
13 promisor's conduct." Yari v. Producers Guild of Am, Inc. 161 Cal. App. 4th 172, 182 (2008).

14 93. The elements of a cause of action for breach of contract are: "(1) the contract, (2)
15 plaintiff's performance or excuse for nonperformance, (3) defendant's breach, and (4) the resulting
16 damages to plaintiff." Coles v. Glaser, 2 Cal. App. 5th 384, 391 (2016).

17 94. Every implied contract for employment within California incorporates by implication the
18 requirements of the FLSA and the California Labor Code.

19 95. The implied employment contracts between Plaintiffs and the Class Members, on the one
20 hand, and Defendants on the other, include the matters to which reference is made herein and are
21 evidenced by various documents concerning the Parties. For example, with respect to Plaintiffs and the
22 hereinabove referenced Production, the terms of the implied employment contract which he had with
23 Defendants include the W-4 form and the I-9 form issued to Plaintiffs and other Class Members, along
24 with the Wage Theft forms issued with respect to the Production.

25 96. Plaintiffs and Class Members diligently worked for Defendants and fulfilled their
26 obligations under their contracts of employment. Defendants breached their implied contracts of
27 employment with Plaintiffs and Class Members when they: (1) failed to provide Notice of the Plaintiffs'
28 and Class Members' right to additional wages on account of the alleged failure to pay premium wages for

1 rest breaks and/or meal periods, much less pay such wages; (2) failed to compensate Plaintiffs and Class
2 Members for their use of personal cell phones and/or computer equipment; (3) failed to timely pay for all
3 hours worked, never paying premium wages for rest breaks, routinely using illegal rounding and
4 improperly conceived de minimis claims, deducting exactly thirty or exactly sixty minutes from faux
5 days of work, often paying wages more than a week after the promised and legally required “next week”
6 – instead paying many days late, often beyond even the extended times permitted by Section 204 of the
7 Code in the event this Court determines that provision applies.

8 **ELEVENTH CAUSE OF ACTION**

9 (Failure to Provide Compliant Wage Statement
10 On Behalf of Plaintiffs and the Class Against All Defendants)

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

13 98. Exhibits 1.1 and 1.2, as issued to Halvorsen and Simms and, in similar forms, to members
14 of the Class, violate Code section 226(a) insofar as they fail to timely provide Plaintiffs with wage
15 statements confirming to the requirements of section 226(a)(1)(4)(5)(6) and/or (8) of the Code.

16 99. The foregoing was intentional misconduct of Defendants that injured Plaintiffs and the
17 Class insofar as they were deprived of information to which they were legally entitled, including, gross
18 wages earned (a)(1); all deductions (a)(4); net wages earned (a)(5); the inclusive dates of the period for
19 which the employee is paid (Halvorsen and some of the Class Members only)(a)(6); the name and
20 address of the legal entity that is the employer (a)(8).

21 100. As a result of the foregoing, Plaintiffs and the Class were “deemed to suffer injury” and
22 they respectfully request that this Court award them damages, according to proof. This claim does not
23 seek an award of penalties.

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

25 1. That the Court certify a Class Action, with such subclasses as may be deemed
26 appropriate.

27 2. That, under the First Cause of Action, it be adjudged that the failure of Defendants to
28 make payment of Plaintiffs’ and Class Members’ wages was in violation of sections 201.3, 201.5, 203

1 and/or 204 of the Code, and was “willful” as that word is used in section 203 of the Code, and that the
2 Court enter judgment against Defendants in favor of Plaintiffs and Class Members. That judgment be
3 entered in favor of Plaintiff, of not less than \$30,000, and Class Members in an amount prescribed by
4 section 203 of the Code, and costs and reasonable attorneys’ fees in accordance with law and the
5 provisions of Code section 218.5.

6 3. That, under the Second Cause of Action, this Court enter judgment in favor of Plaintiffs
7 and the Class Members and award them their damages, penalties, and costs of suit, all according to
8 proof, in an amount of not less than \$35,000, pursuant law and to section 218.5 and other relevant
9 sections of the 17200.

10 4. That, under the Third Cause of Action, this Court enter judgment in favor of Plaintiffs
11 and the Class Members and award them their damages, penalties, and costs of suit, all according to
12 proof, pursuant to law and section 218.5 and other relevant sections of the Code.

13 5. That, under the Fourth Cause of Action, this Court enter judgment in favor of Plaintiffs
14 and the Class Members and award them their damages, penalties, liquidated damages, reasonable
15 attorney’s fees and costs of suit, all according to proof, of no less than \$333 for Plaintiff, pursuant to law
16 and Code sections 218.5, 1194, and 1194.2.

17 6. That, with respect to the Fifth Cause of Action, this Court enter judgment in favor of
18 Plaintiffs and Class Members against all Defendants in an amount according to proof, interest thereon,
19 costs and reasonable attorney’s fees in accordance with law and Code section 218.5 and 2802(c).

20 7. That, with respect to the Sixth Cause of Action, this Court enter judgment in favor of
21 Plaintiff Halvorsen against Defendants of \$750, reasonable attorney’s fees, according to law, and the
22 costs of bringing this cause of action under Code Section 226(b) and (f).

23 8. That, with respect to the Seventh Cause of Action, this Court enter judgment in favor of
24 Plaintiff Halvorsen against Defendants of \$750, reasonable attorney’s fees, according to law, and the
25 costs of bringing this cause of action pursuant to Code Section 1198.5(k).

26 9. That, under the Eighth Cause of Action, it be adjudged that Defendants’ violations of the
27 applicable Wage Order and above cited sections of the Code and violated section 17200 *et seq.* of the
28 California Business and Professions Code. Accordingly, Plaintiffs request that the Court order

1 Defendants to pay restitution with interest to Plaintiffs and the Class Members. Finally, Plaintiffs
2 requests that the Court award Plaintiffs' reasonable attorneys' fees and costs, pursuant to law, section
3 218.5 of the Code and section 1021.5 of the California Code of Civil Procedure.

4 10. That, with respect to the Ninth Cause of Action, this Court enter judgment in favor of
5 Plaintiffs and Class Members against all Defendants in an amount according to proof, interest thereon,
6 costs and reasonable attorney's fees in accordance with law and Code section 218.5.

7 11. That, with respect to the Tenth Cause of Action, this Court enter judgment in favor of
8 Plaintiffs and Class Members against all Defendants in an amount according to proof, interest thereon,
9 costs and reasonable attorney's fees in accordance with law and Code section 218.5.

10 12. That, with respect to the Eleventh Cause of Action, this Court enter judgment in favor of
11 Plaintiffs and Class Members against all Defendants, damages in an amount according to proof, interest
12 thereon, costs and reasonable attorney's fees in accordance Code section 218.5 and law.

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

16 DATED: October 21, 2024

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff

INDEX TO EXHIBITS

Exhibit 1	Halvorsen Wage Statement, August 31, 2021 Simms Wage Statement, December 14, 2021
Exhibit 2	Defendants' Allstate #1064 Wage Statement, July 20, 2018
Exhibit 3	Defendants' Albertsons #1215 Wage Statement, May 27, 2021
Exhibit 4	Defendants' Super Cuts #1237 Wage Statement, September 21, 2021
Exhibit 5	Defendants' Sephora #1212 Wage Statement, April 9, 2021
Exhibit 6	Defendants' Activision: COD #1236 Wage Statement, August 31, 2021
Exhibit 7	Defendants' VISA #1222 Wage Statement, June 25, 2021
Exhibit 8	Defendants' Tostitos #1157 Wage Statement, January 17, 2020
Exhibit 9	Defendants' Khalid-Right Back Wage Statement, July 11, 2019
Exhibit 10	Redacted Wage Statements Paying \$3.00 for Cell Phones
Exhibit 11	"FilmLA Filmmakers' Code of Professional Responsibility" (the "LA Code"), the version issued in 2019.
Exhibit 12	"FilmLA Filmmakers' Code of Professional Responsibility" (the "LA Code"), version issued 2021.
Exhibit 13	Ca. Film Commission Code of Professional Responsibility, 11/2020
Exhibit 14	AICP Code of Professional Responsibility, 2019
Exhibit 15	Warner Bros. Code of Professional Responsibility,
Exhibit 16	Halvorsen Prefiling Record Request, May 17, 2024

Exhibit 1

Employee Name JERRED HALVORSEN	Social Security No. [REDACTED]	Pay Period 08/18/2021 - 08/18/2021	Check Date 08/31/2021	Check No. [REDACTED]
-----------------------------------	-----------------------------------	---------------------------------------	--------------------------	-------------------------

Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt	
Federal Income Tax	[REDACTED]					Current Taxable
FICA						Current Non-Tax
Medicare						Current Earnings
California SDI						Current Deductions
California State Tax						Net Wages
						YTD Taxable
						YTD Non-Tax
						YTD Earnings
						YTD Deductions
						YTD Net Wages

*Your Federal Taxable Wages this period are [REDACTED]

Controlling Employer	SOMETHING IDEAL, INC. DBA M SS NG P ECES	Batch	[REDACTED]	Extra Withholding	[REDACTED]	Res State	[REDACTED]
Job Type	COMMERCIAL	Client Job #	[REDACTED]	Pay Frequency	[REDACTED]	State Allow	[REDACTED]
Job Name	ACTIVISION: COD #1236	Federal Filing Status	[REDACTED]				

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
08/18/2021 - 08/18/2021	728	CA-LAC	SLT LIGHTING-COVID TESTING STIPEND	175.000000	1.00	175.00
08/18/2021 - 08/18/2021	728	CA-LAC	SLT LIGHTING-STRAIGHT-TIME	54.545455	8.00	436.36
08/18/2021 - 08/18/2021	728	CA-LAC	SLT LIGHTING-TIME-AND-ONE-HALF	81.818183	2.00	163.64
08/18/2021 - 08/18/2021	728	CA-LAC	SLT LIGHTING-OVERTIME	81.818183	1.50	122.73

Controlling Employer : SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR,

Total Worked Hours Total Hours Total Gross

NEW CAPS, LLC2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504Bank of America
Chicago, IL

Check VOID 180 Days From Date of Issue

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

JERRED HALVORSEN

VOID

SI - Exhibit - 001.2

Payroll Employer is NEW CAPS, LLC 2300 EMPIRE AVE, 5TH FL, BURBANK, CA 91504 FEIN # 27-4217142

COMPLETE THE NEW 2020 FED W-4 & ACCESS PAYSTUBS AT MY.CASTANDCREW.COM; WAGE VERIF.: THEWORKNUMBER.COM; FEIN: 1-888-570-4650

Employee Name ARTHUR L SIMMS JR.		Social Security No. [REDACTED]		Pay Period 11/28/2021 - 12/04/2021		Check Date 12/14/2021		Check No. [REDACTED]	
Deductions		Cur Amt	YTD Amt	Deductions		Current	YTD Amt		
Federal Income Tax		[REDACTED]						Current Taxable	
FICA		[REDACTED]						Current Non-Tax	
Medicare		[REDACTED]						Current Earnings	
California SDI		[REDACTED]						Current Deductions	
California State Tax		[REDACTED]						Net Wages	
								YTD Taxable	
								YTD Non-Tax	
								YTD Earnings	
								YTD Deductions	
								YTD Net Wages	

*Your Federal Taxable Wages this period are \$514.08

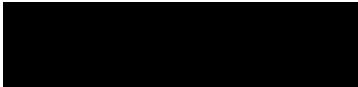
Controlling Employer	SOMETHING IDEAL, LLC DBA M SS NG P ECES	Batch	[REDACTED]	Extra Withholding	[REDACTED]	Res State	[REDACTED]
Job Type	COMMERCIAL	Client Job #	[REDACTED]	Pay Frequency	W	State Allow	[REDACTED]
Job Name	MCDONALDS #1253	Federal Filing Status	[REDACTED]				

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
12/02/2021 - 12/02/2021	NON	CA-LAC	POLICE OFFICER-KIT RENTAL NON-TAX	100.000000	1.00	100.00
12/02/2021 - 12/02/2021	NON	CA-LAC	POLICE OFFICER-STRAIGHT-TIME	64.260000	8.00	514.08

Controlling Employer :	SOMETHING IDEAL, LLC DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR,	Total Worked Hours	Total Hours	Total Gross
[REDACTED]				

NEW CAPS, LLC
2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504

Bank of America
Chicago, IL



Check VOID 180 Days From Date of Issue

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF



VOID

Exhibit 2

Employee Name		Social Security No.		Pay Period		Check Date		Check No.	
				07/13/2018 - 07/13/2018		07/20/2018			
Deductions		Cur Amt	YTD Amt	Deductions		Current	YTD Amt		
FICA								Current Taxable	
Medicare								Current Non-Tax	
California SDI								Current Earnings	
Federal Income Tax								Current Deductions	
California State Tax								Net Wages	
								YTD Taxable	
								YTD Non-Tax	
								YTD Earnings	
								YTD Deductions	
								YTD Net Wages	

*Your Federal Taxable Wages this period are

Controlling Employer	SOMETHING IDEAL, INC. DBA M SS NG P ECES	Batch		Fed Allow		Res State	
Job Type	COMMERCIAL	Client Job #		Pay Frequency	W	State Allow	
Job Name	ALLSTATE #1064	Marital Status					

Work Date	Union #	Location	Description	Rate	Units	Amount

Controlling Employer : SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR, BROOKLYN, NY, 11222

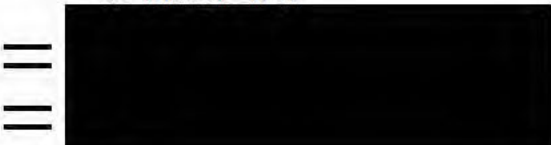
NEW CAPS, LLC
7 PENN PLAZA
SUITE 601
NEW YORK, NY 10001

Bank of America
Chicago, IL

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF



VOID

Exhibit 3

Employee Name		Social Security No.	Pay Period	Check Date	Check No.
			05/17/2021 - 05/18/2021	05/27/2021	

Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt
Federal Income Tax					
FICA					
Medicare					
California SDI					
California State Tax					

Current Taxable	
Current Non-Tax	
Current Earnings	
Current Deductions	
Net Wages	
YTD Taxable	
YTD Non-Tax	
YTD Earnings	
YTD Deductions	
YTD Net Wages	

*Your Federal Taxable Wages this period are

Controlling Employer	SOMETHING IDEAL, INC. DBA M SS NG P ECES	Batch		Extra Withholding		Res State	
Job Type	COMMERCIAL	Client Job #		Pay Frequency	W	State Allow	
Job Name	ALBERTSONS #1215	Federal Filing Status					

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
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Controlling Employer :	SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR,	Total Worked Hours	Total Hours	Total Gross
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NEW CAPS, LLC2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504Bank of America
Chicago, IL

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

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VOID

Exhibit 4

Employee Name		Social Security No.	Pay Period	Check Date	Check No.
			08/30/2021 - 08/31/2021	09/21/2021	

Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt
Federal Income Tax					
FICA					
Medicare					
California SDI					
California State Tax					

Current Taxable	
Current Non-Tax	
Current Earnings	
Current Deductions	
Net Wages	
YTD Taxable	
YTD Non-Tax	
YTD Earnings	
YTD Deductions	
YTD Net Wages	

*Your Federal Taxable Wages this period are

Controlling Employer	SOMETHING IDEAL, INC. DBA M SS NG P ECES	Batch		Extra Withholding		Res State	
Job Type	COMMERCIAL	Client Job #		Pay Frequency	W	State Allow	
Job Name	SUPER CUTS #1237	Federal Filing Status					

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
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Controlling Employer :	SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR,	Total Worked Hours	Total Hours	Total Gross
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NEW CAPS, LLC2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504Bank of America
Chicago, IL

Check VOID 180 Days From Date of Issue

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

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VOID

Exhibit 5

SI - Exhibit - 005

Payroll Employer is NEW CAPS, LLC 2300 EMPIRE AVE, 5TH FL, BURBANK, CA 91504 FEIN # 27-4217142

COMPLETE THE NEW 2020 FED W-4 & ACCESS PAYSTUBS AT MY.CASTANDCREW.COM; WAGE VERIF.: THEWORKNUMBER.COM; E EINQ: 1-888-570-4650

201301081137

Employee Name	Social Security No.	Pay Period	Check Date	Check No.	
		03/25/2021 - 03/25/2021	04/09/2021		
Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt
Federal Income Tax					
FICA					
Medicare					
California SDI					
California State Tax					
STATE - 2300000375					
*Your Federal Taxable Wages this period are					
Controlling Employer			SOMETHING IDEAL, INC. DBA M SS NG P ECES		
Job Type			COMMERCIAL		
Job Name			SEPHORA #1212		
Batch					
Client Job #					
Federal Filing Status					
Extra Withholding					
Pay Frequency			W		
Res State					
State Allow					
Current Taxable					
Current Non-Tax					
Current Earnings					
Current Deductions					
Net Wages					
YTD Taxable					
YTD Non-Tax					
YTD Earnings					
YTD Deductions					
YTD Net Wages					

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
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Controlling Employer :	SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR,	Total Worked Hours	Total Hours	Total Gross
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NEW CAPS, LLC

2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504

Bank of America
Chicago, IL

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

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VOID

Exhibit 6

Employee Name		Social Security No.		Pay Period	Check Date	Check No.
				08/18/2021 - 08/18/2021	08/31/2021	
Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt	
Federal Income Tax						Current Taxable
FICA						Current Non-Tax
Medicare						Current Earnings
California SDI						Current Deductions
California State Tax						Net Wages
						YTD Taxable
						YTD Non-Tax
						YTD Earnings
						YTD Deductions
						YTD Net Wages

*Your Federal Taxable Wages this period are

Controlling Employer	SOMETHING IDEAL, INC. DBA M SS NG P ECES	Batch		Extra Withholding		Res State	
Job Type	COMMERCIAL	Client Job #		Pay Frequency	W	State Allow	
Job Name	ACTIVISION: COD #1236	Federal Filing Status	Single or Married filing separately				

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
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Controlling Employer :	SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR,	Total Worked Hours	Total Hours	Total Gross
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NEW CAPS, LLC2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504Bank of America
Chicago, IL

Check VOID 180 Days From Date of Issue

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

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VOID

Exhibit 7

Employee Name		Social Security No.	Pay Period 06/17/2021 - 06/18/2021	Check Date 06/25/2021	Check No.
Deductions		Cur Amt	YTD Amt	Deductions	Current YTD Amt
Federal Income Tax					
FICA					
Medicare					
California SDI					
California State Tax					
				Current Taxable	
				Current Non-Tax	
				Current Earnings	
				Current Deductions	
				Net Wages	
				YTD Taxable	
				YTD Non-Tax	
				YTD Earnings	
				YTD Deductions	
				YTD Net Wages	

*Your Federal Taxable Wages this period are

Controlling Employer	SOMETHING IDEAL, INC. DBA M SS NG P ECES	Batch		Extra Withholding		Res State	
Job Type	COMMERCIAL	Client Job #		Pay Frequency	W	State Allow	
Job Name	VISA #1222	Federal Filing Status					

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
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Controlling Employer :	SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR,	Total Worked Hours	Total Hours	Total Gross
------------------------	---	--------------------	-------------	-------------

NEW CAPS, LLC2300 EMPIRE AVE, 5TH FL
BURBANK, CA 91504Bank of America
Chicago, IL

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

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VOID

Exhibit 8

Employee Name	Social Security No.	Pay Period	Check Date	Check No.	
		01/05/2020 - 01/06/2020	01/17/2020		
Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt
Federal Income Tax					
FICA					
Medicare					
California SDI					
California State Tax					
			Current Taxable		
			Current Non-Tax		
			Current Earnings		
			Current Deductions		
			Net Wages		
			YTD Taxable		
			YTD Non-Tax		
			YTD Earnings		
			YTD Deductions		
			YTD Net Wages		

*Your Federal Taxable Wages this period are

Controlling Employer	SOMETHING IDEAL, INC. DBA M SS NG P ECES	Batch		Extra Withholding		Res State	
Job Type	COMMERCIAL	Client Job #		Pay Frequency	W	State Allow	
Job Name	TOSTITOS #1157	Federal Filing Status					

Work Date	Union #	Location	Description	Rate	Hours/Units	Amount
01/05/2020 - 01/05/2020	80	CA-LAC	GRIP-STRAIGHT-TIME			
01/05/2020 - 01/05/2020	80	CA-LAC	GRIP-TIME-AND-ONE-HALF			
01/05/2020 - 01/05/2020	80	CA-LAC	GRIP-OVERTIME			
01/06/2020 - 01/06/2020	80	CA-LAC	GRIP-STRAIGHT-TIME			
01/06/2020 - 01/06/2020	80	CA-LAC	GRIP-TIME-AND-ONE-HALF			
01/06/2020 - 01/06/2020	80	CA-LAC	GRIP-OVERTIME			

Controlling Employer : SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR, Total Worked Hours Total Hours Total Gross

NEW CAPS, LLC
7 PENN PLAZA
SUITE 601
NEW YORK, NY 10001

Bank of America
Chicago, IL

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

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VOID

Exhibit 9

Employee Name		Social Security No.		Pay Period	06/24/2019 - 06/24/2019	Check Date	07/11/2019	Check No.	
Deductions	Cur Amt	YTD Amt	Deductions	Current	YTD Amt				
Federal Income Tax						Current Taxable			
FICA						Current Non-Tax			
Medicare						Current Earnings			
California SDI						Current Deductions			
STATE - 2130028279						Net Wages			
California State Tax						YTD Taxable			
						YTD Non-Tax			
						YTD Earnings			
						YTD Deductions			
						YTD Net Wages			

*Your Federal Taxable Wages this period are

Controlling Employer	SOMETHING IDEAL, INC. DBA M SS NG P ECES	Batch		Fed Allow		Res State	
Job Type	NON-COMMERCIAL	Client Job #		Pay Frequency	W	State Allow	
Job Name	KHALID- RIGHT BACK	Marital Status					

Work Date	Union #	Location	Description	Rate	Units	Amount
-----------	---------	----------	-------------	------	-------	--------

Controlling Employer : SOMETHING IDEAL, INC. DBA M SS NG P ECES, 836 MANHATTAN AVE, 2ND FLOOR, BROOKLYN, NY, 11222

NEW CAPS, LLC
7 PENN PLAZA
SUITE 601
NEW YORK, NY 10001

Bank of America
Chicago, IL

Date	Amount
*****	*****

PAY *****

TO THE ORDER OF

=====

VOID

Exhibit 10



REMIT TO

US USD @p 18:25 PDT

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

SSN / Tax ID Check Date Check Number PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM WITHHOLDING STATUS Location: CA Primary Residence: CA Resident State Filing Status - Single/1 Federal Filing Status - Single/married Filing Separately				Controlling Employer: THEORETICAL PICTURES, INC. 4000 WARNER BLVD. BUILDING 5 ROOM 103 BURBANK, CA 91522 TAXES/WITHHOLDING <table> <tr> <th>Description</th> <th>Amount</th> <th>YTD</th> </tr> <tr><td>FICA</td><td></td><td></td></tr> <tr><td>Medicare</td><td></td><td></td></tr> <tr><td>FWT</td><td></td><td></td></tr> <tr><td>CA SDI</td><td></td><td></td></tr> <tr><td>CA SWT</td><td></td><td></td></tr> <tr><td>Total Taxes/Withholding:</td><td></td><td></td></tr> </table>				Description	Amount	YTD	FICA			Medicare			FWT			CA SDI			CA SWT			Total Taxes/Withholding:		
Description	Amount	YTD																										
FICA																												
Medicare																												
FWT																												
CA SDI																												
CA SWT																												
Total Taxes/Withholding:																												
Dates worked: Pay period: EARNINGS <table> <tr> <th>Project</th> <th>CLASS 1 OR 2/SPCL EQUIP</th> <th>LOCAL 399</th> </tr> <tr> <td>BARBIE (THEORETICAL PICTURES, INC.) (4)</td> <td></td> <td></td> </tr> </table>				Project	CLASS 1 OR 2/SPCL EQUIP	LOCAL 399	BARBIE (THEORETICAL PICTURES, INC.) (4)			Week End Invoice# DEDUCTIONS <table> <tr> <th>Description</th> <th>Amount</th> <th>YTD</th> </tr> <tr> <td>Calif State Garn</td> <td></td> <td></td> </tr> </table>				Description	Amount	YTD	Calif State Garn											
Project	CLASS 1 OR 2/SPCL EQUIP	LOCAL 399																										
BARBIE (THEORETICAL PICTURES, INC.) (4)																												
Description	Amount	YTD																										
Calif State Garn																												
Description Units Rate Amount Straight Time & One-half Cell Phone Allowance CovidAllow Meal Allowance Vacation Total: 3.00				Gross Wages: Taxes: Deductions: Net Wages: ***** DIRECT DEPOSIT *****																								
Sick Hours Available: Sick Hours Accrued: CBA Return to Wrk Paid Sick Available: Employer's sick leave policy,pursuant to a CBA or Return to Work Agreement with your union, as applicable *CA Covid-19 Supp Paid Sick Used:				***** DIRECT DEPOSIT ***** Gross Wages: Taxes: Deductions: Net Wages:																								
YTD Gross: *****				Account Number ABA Number Amount ***** ***** *****																								



CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

MM DD YYYY

REMIT TO



US USD a/c 15:06 POT

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

SSN / Tax ID		Check Date	Check Number	PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM	WITHHOLDING STATUS																						
					Location: CA Primary Residence: CA Resident State Filing Status - Single/0 Federal Filing Status - Single/married Filing Separately																						
Controlling Employer: REDEMPTION PICTURES, INC.																											
4000 WARNER BLVD. BUILDING 5 ROOM 103 BURBANK, CA 91522				TAXES / WITHHOLDING <table border="1"> <thead> <tr> <th>Description</th> <th>Amount</th> <th>YTD</th> </tr> </thead> <tbody> <tr><td>FICA</td><td></td><td></td></tr> <tr><td>Medicare</td><td></td><td></td></tr> <tr><td>FWT</td><td></td><td></td></tr> <tr><td>CA SDI</td><td></td><td></td></tr> <tr><td>CA SWT</td><td></td><td></td></tr> <tr><td>Total Taxes/Withholding:</td><td></td><td></td></tr> </tbody> </table>			Description	Amount	YTD	FICA			Medicare			FWT			CA SDI			CA SWT			Total Taxes/Withholding:		
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CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

MM DD YYYY

REMIT TO



US USD de 11-47 POT 66216/1

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

SSN / Tax ID		Check Date	Check Number	PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM		WITHHOLDING STATUS																												
		8/31/22	2201384122			Location: CA, GA Primary Residence: TX Federal Filing Status - Single/married Filing Separately																												
Controlling Employer: STANDOFFISH PRODUCTIONS LLC																																		
500 S. BUENA VISTA ST. FGW 2ND FLR BURBANK, CA 92521				TAXES / WITHHOLDING <table border="1"> <thead> <tr> <th>Description</th> <th>Amount</th> <th>YTD</th> </tr> </thead> <tbody> <tr><td>FICA</td><td></td><td></td></tr> <tr><td>Medicare</td><td></td><td></td></tr> <tr><td>FWT</td><td></td><td></td></tr> <tr><td>CA SDI</td><td></td><td></td></tr> <tr><td>CA SWT</td><td></td><td></td></tr> <tr><td>GA SWT</td><td></td><td></td></tr> <tr><td>NM SWT</td><td></td><td></td></tr> <tr><td>Total Taxes/Withholding:</td><td></td><td></td></tr> </tbody> </table>				Description	Amount	YTD	FICA			Medicare			FWT			CA SDI			CA SWT			GA SWT			NM SWT			Total Taxes/Withholding:		
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CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

MM DD YYYY

REMIT TO



US USD file 14/34 POT 6/2001

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

SSN / Tax ID		Check Date	Check Number	PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM		WITHHOLDING STATUS																																	
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Controlling Employer: F10 PRODUCTIONS LLC																																							
100 UNIVERSAL CITY PLAZA UNIVERSAL CITY, CA 91608				TAXES / WITHHOLDING <table border="1"> <thead> <tr> <th>Description</th> <th>Amount</th> <th>YTD</th> </tr> </thead> <tbody> <tr><td>FICA</td><td></td><td></td></tr> <tr><td>Medicare</td><td></td><td></td></tr> <tr><td>FWT</td><td></td><td></td></tr> <tr><td>CA SDI</td><td></td><td></td></tr> <tr><td>CA SWT</td><td></td><td></td></tr> <tr><td>Total Taxes/Withholding:</td><td></td><td></td></tr> </tbody> </table>				Description	Amount	YTD	FICA			Medicare			FWT			CA SDI			CA SWT			Total Taxes/Withholding:													
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YTD Gross:				Account Number ABA Number Amount																																			



CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

MM DD YYYY

REMIT TO



US USD ep 20:38 POT

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

SSN / Tax ID		Check Date	Check Number	PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES ON MY.CASTANDCREW.COM		WITHHOLDING STATUS																																											
		9/28/22	2201564875			Location: CA Primary Residence: CA Resident State Filing Status - Single/0 Federal Filing Status - Single/married Filing Separately																																											
Controlling Employer: TCS US PRODUCTIONS 18, INC.																																																	
10201 W. PICO BLVD. LOS ANGELES, CA 90035				TAXES / WITHHOLDING <table border="1"> <thead> <tr> <th>Description</th> <th>Amount</th> <th>YTD</th> </tr> </thead> <tbody> <tr><td>FICA</td><td></td><td></td></tr> <tr><td>Medicare</td><td></td><td></td></tr> <tr><td>FWT</td><td></td><td></td></tr> <tr><td>CA SDI</td><td></td><td></td></tr> <tr><td>CA SWT</td><td></td><td></td></tr> <tr><td>Total Taxes/Withholding:</td><td></td><td></td></tr> </tbody> </table>				Description	Amount	YTD	FICA			Medicare			FWT			CA SDI			CA SWT			Total Taxes/Withholding:																							
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				Account Number ABA Number Amount																																													

media services A Cast & Crew Company		Media Services Processing, LLC 2300 EMPIRE AVENUE, 5TH FLOOR BURBANK, CA 91504 T 310 440 9600 mediaservices.com		Employee Name: [REDACTED] SSN/SIN: [REDACTED] Address: [REDACTED] City/State/Zip: [REDACTED] Corporation Name: [REDACTED] Fed Tax ID: [REDACTED]		Check Number: [REDACTED] Check Date: [REDACTED] Invoice # MSF33594A0174						
W-4 Marital Status: S		Union Local: IBT399DRV		Basis: HOURLY		IAP Rate: [REDACTED]		Period Begin: 3/26/2023		Period End: 4/1/2023		
Production Employer: [REDACTED]		LC Thomasville GA31792 (615) 336-9989		Show Name: RUST								
TAX ST		Hours		RATE		AMOUNT		DEDUCTION		CURRENT		YTD
MT0000	Straight Time	Auto Gang Boss	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	FICA	[REDACTED]	[REDACTED]	[REDACTED]	
MT0000	O.T.-1.5X	Auto Gang Boss	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Federal Income Tax	[REDACTED]	[REDACTED]	[REDACTED]	
MT0000	Idle Day	Auto Gang Boss	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Medicare	[REDACTED]	[REDACTED]	[REDACTED]	
MT0000	Cell Allowance	Auto Gang Boss	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	State Withholding - MT	[REDACTED]	[REDACTED]	[REDACTED]	
MT0000	Per Diem Non-Tax	Auto Gang Boss	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	
Total Hours: 35.00												
[REDACTED]												
[REDACTED]												
Paid Leave Act												
Current Balance												
Union Sick Leave Act [REDACTED]												
This amount may be superseded by your Controlling Employer's sick leave policy, pursuant to a CBA or Return to Work Agreement with your union, as applicable.												
TOTALS												
2023	Taxable	NonTax	Total Gross	Deductions	Net Amount							
Current	[REDACTED]					Pensionable Hours [REDACTED]						
YTD	[REDACTED]					Job/Epi/Proj [REDACTED] Comment [REDACTED]						
Unemployment Claim Inquiry: Go to your state's unemployment web site.						N/A						
Employer For Media Services Processing, LLC Unemployment & 2300 Empire Avenue, 5th Floor Workers' Compensation Burbank, CA 91504 Claims Only: State: MT Employer: 208 0008						PMT Comment:						
All other employment related inquiries, contact Production Company Employer.												
Please go to mediaservices.com for important W2 information Send address changes to W2@mediaservices.com / Fax 818-937-1920 / Phone 310-471-9386.												

 PAY TO THE ORDER OF

File Copy



B-T-L Payrolls

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

12-13-2023

MM DD YYYY

REMIT TO



US USD a/c 15:00 PST

Payroll Employer: B-T-L Payrolls / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4149909

SSN / Tax ID		Check Date	Check Number	PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES FOR PAYROLL ON MY.CASTANDCREW.COM		WITHHOLDING STATUS	
			7			Location: CA Primary Residence: AZ Federal Filing Status - Single/married Filing Separately	
Controlling Employer: GRANDHALL PRODUCTIONS, LLC							
5808 W. SUNSET BLVD. 12TH FLOOR LOS ANGELES, CA 90028				TAXES / WITHHOLDING			
Dates worked: Pay period: 				Description FICA Medicare FWT AZ SWT CA SDI CA SWT Total Taxes/Withholding:			
EARNINGS POLICE NONE Project Week End Invoice# STRAIGHT SHOOTER AKA THREE BODY PROBLEM (1)				Description Straight Time & One-half Double Time Cell Phone Allowance Meal Pen. Motorcycle Total: Total Hours Worked:			
Hours Rate Amount 4.00				***** ***** DIRECT DEPOSIT ***** ***** Gross Wages: Taxes: Net Wages:			
Sick Hours Available: Sick Hours Accrued:				Account Number ABA Number Amount			
YTD Gross:							



CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

MM DD YYYY

REMIT TO



US USD 4/14 14:02 PDT 6/6/06/1

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

SSN / Tax ID		Check Date	Check Number	PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT INFORMATION AND PREFERENCES FOR PAYROLL ON MY.CASTANDCREW.COM	WITHHOLDING STATUS																									
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500 S. BUENA VISTA ST. MC 3301 BURBANK, CA 91521				TAXES / WITHHOLDING <table border="1"> <thead> <tr> <th>Description</th> <th>Amount</th> <th>YTD</th> </tr> </thead> <tbody> <tr><td>FICA</td><td></td><td></td></tr> <tr><td>Medicare</td><td></td><td></td></tr> <tr><td>FWT</td><td></td><td></td></tr> <tr><td>CA SDI</td><td></td><td></td></tr> <tr><td>CA SWT</td><td></td><td></td></tr> <tr><td>Total Taxes/Withholding:</td><td></td><td></td></tr> </tbody> </table>			Description	Amount	YTD	FICA			Medicare			FWT			CA SDI			CA SWT			Total Taxes/Withholding:					
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CAST & CREW®
Production Services

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

MM DD YYYY

REMIT TO

US USD 4/4 14:30 POT

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

SSN / Tax ID		Check Date	Check Number	PER THE IRS, THE "EXEMPT" STATUS FOR EMPLOYEES WITH THAT DESIGNATION ON THEIR FEDERAL W-4 WILL EXPIRE ON FEB 15, 2022. TO RETAIN EXEMPT STATUS, YOU MUST COMPLETE A NEW 2022 W-4 FORM BY GOING TO "HTTPS://MY.CASTANDCREW.COM/LOGIN" BY FEB 15, 2022		WITHHOLDING STATUS																																						
						Location: CA Primary Residence: CA Resident State Filing Status - Single/1 Federal Filing Status - Single/married Filing Separately																																						
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300 TELEVISION PLAZA BUILDING 137 ROOM 209A BURBANK, CA 91505-1402				<table border="1"> <thead> <tr> <th colspan="3">TAXES / WITHHOLDING</th> </tr> <tr> <th>Description</th> <th>Amount</th> <th>YTD</th> </tr> </thead> <tbody> <tr> <td>FICA</td> <td></td> <td></td> </tr> <tr> <td>Medicare</td> <td></td> <td></td> </tr> <tr> <td>FWT</td> <td></td> <td></td> </tr> <tr> <td>CA SDI</td> <td></td> <td></td> </tr> <tr> <td>CA SWT</td> <td></td> <td></td> </tr> <tr> <td>Total Taxes/Withholding:</td> <td></td> <td></td> </tr> </tbody> </table>				TAXES / WITHHOLDING			Description	Amount	YTD	FICA			Medicare			FWT			CA SDI			CA SWT			Total Taxes/Withholding:															
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Calif State Garn																																												



SI - Exhibit - 010.9

ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY
BURBANK CA 91505

www.ep.com (818) 955-6000

Mailing Address

W-2/1099 Address

SSN

Check No:
Check Date:
Batch:
Ref / Inv:

PAY PERIOD

Start: End:

Tax / Work Days:

Res / Work State:

Pens Hrs / Days:

Client Labor Employer: PACIFIC 21 ENTERTAINMENT GROUP, INC
10201 WEST PICO BOULEVARD,
LOS ANGELES, CA 90035 (310) 369-1000

Sick Leave

Prod Title:

Comments:

Payroll Note:

Desc	Rate Hourly	Hours	Amount	Taxes	Deductions	Current Amt	YTD
REG				FED			
O.T.				FICA-SSA			
DOUBLE				FICA-MED			
MEAL P				CA SDI			
AUTO				CA ST			
PHONE			3.00				

Union: NON-UNION

Occupation Title

TOTALS	Hours	Gross	FIT Taxable	Deductions	Net Pay
--------	-------	-------	-------------	------------	---------

Current:

YTD:

Unemployment Info: ENTERTAINMENT PARTNERS ENTERPRISES Tel: (818) 955-6000 State: CA Unemployment No:

ENTERTAINMENT PARTNERS ENTERPRISES LLC
2950 N HOLLYWOOD WAY
BURBANK CA 91505

Non-Negotiable

Copy

MAYANS MC - SEASON 5

Check Date

Employee No

Check Code

Non-Negotiable
Non-Negotiable
Non-Negotiable
Non-Negotiable

* VOID * ADVICE ONLY * VOID * ADVICE ONLY * VOID * ADVICE ONLY *

* VOID *

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* VOID *

Deposit
Advice:Non-Negotiable
Non-Negotiable

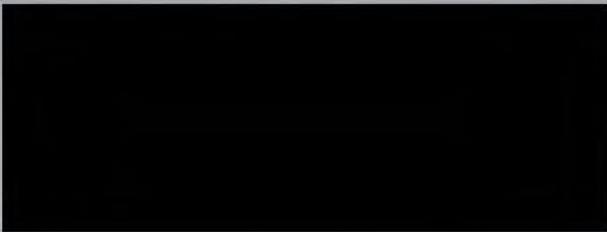
Non-Negotiable

SI - Exhibit - 010.9



Check Date

Name
Address
Classification
Union
Job Title



Controlling Employer Park Pictures LLC, 184 5th Ave Fl 8, New York, NY, 10010-5924

Payroll Employer TakeOne Network Corp. DBA Wrapbook, 228 Park Ave S #36206
New York, NY, 10003-1502, FEIN#: 82-4462453

Project Sam's Club #24-20

Date	Notes	Amount
Jun 29, 2024	Cell phone allowance	\$6.00

	Amount
Gross Earnings:	\$6.00
Total Deductions:	\$0.00
Net Earnings:	\$6.00

Payments	Amount
Primary Account:	\$6.00





SI - Exhibit - 010.11

CAST & CREW®
Production Services2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

MM DD YYYY

REMIT TO



US USD aka 11:15 PST

Payroll Employer: Cast & Crew Production Services / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4774804

PLEASE REMEMBER TO MANAGE YOUR DIRECT DEPOSIT
INFORMATION AND PREFERENCES FOR PAYROL ON
MY.CASTANDCREW.COM**WITHHOLDING STATUS**Location: CA
Primary Residence: CA
Resident State Filing Status - Single/0
Federal Filing Status - Single/married Filing SeparatelyControlling
Employer: ABC SIGNATURE, LLC500 S. BUENA VISTA ST.
ABC/RIVERSIDE BLDG. 3RD FLOOR
BURBANK, CA 91521
(818) 460-6507Dates worked:
Pay period: **EARNINGS**

PROD VAN DRIVER/OPERATOR LOCAL 399

Project	Week End	Invoice#

Description	Units	Rate	Amount
Straight			
Time & One-half			
Gold @ 2.5			
Cell Phone Allowance			12.00
Meal Allowance			
Vacation			
Total:			

Total Hours Worked:

TAXES / WITHHOLDING

Description	Amount	YTD
FICA		
Medicare		
FWT		
CA SDI		
CA SWT		
Total Taxes/Withholding		

***** DIRECT DEPOSIT *****

Gross Wages:

Taxes:

Net Wages:

Sick Hours Available:

Sick Hours Accrued:

CBA Return to Wrk Paid Sick Available:

YTD Gross:

Account Number

ABA Number

Amount

Seq #2300651977 Run #23213835 Ref #1677093305

SI - Exhibit - 010.11



I - Exhibit - 010.12

B-T-L Payrolls

2300 W EMPIRE AVE FL5
BURBANK, CA 91504-3350
(818) 860-7756

DATE

01-19-2022

MM DD YYYY

REMIT TO



Payroll Employer: B-T-L Payrolls / 2300 W EMPIRE AVE FL5 / BURBANK, CA 91504-3350 / (818) 860-7756 / FEIN# 95-4149909

SSN / Tax ID				Check Date	Check Number	WITHHOLDING STATUS	
				1/19/22		Location: CA Primary Residence: CA Resident State Filing Status - Married/0 Federal Filing Status - Married Filing Jointly	
Controlling Employer: WARNER BROS. TELEVISION							
300 TELEVISION PLAZA BUILDING 137 ROOM 209A BURBANK, CA 91505-1402							
Date worked: [REDACTED] Pay period: 01/09 - 01/15/2022							
EARNINGS							
[REDACTED]							
[REDACTED]							
Week End Invoice#							
ALL AMERICAN 21/22 SERIES S4 (50							
SEASON 4 (Series Code: 000)							
SEASON 4 (Series Code: 000)							
SEASON 4 (Series Code: 000)							
Description						TAXES / WITHHOLDING	
PASSCARD						Description	
Straight						Amount	
Time & One-half						YTD	
Double Time							
Car Allowance							
Cell Phone Allowance							
Meal Pen.							
Total:							
Total Hours Worked:							
Sick Hours Available:							
Sick Hours Accrued:							
YTD Gross:							
Gross Wages:							
Taxes:							
Net Wages:							

Exhibit 11



FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

FilmLA.com

Dear Neighbors:

At FilmLA, we work to create an environment where on-location filming is conducted with professionalism and courtesy. Our mission is to coordinate permits for on-location filming in a way that minimizes the impact of film production on your neighborhood. Production companies should strive to adhere to this Filmmakers' Code of Professional Responsibility. If you find a production company is not complying with the provisions below, please call us at **213.977.8600**, day or night.

Dear Filmmakers:

You can count on FilmLA to apply our knowledge and expertise to help you film in local neighborhoods. Maintaining a positive working relationship with community members will help ensure continued access to the greatest variety of locations. As a guest in area neighborhoods, you are obligated to treat the public and the location with courtesy. The provisions in this code are a part of your permit.

1
The production company must comply with the provisions of the film permit at all times.

2
The Filmmakers' Code of Professional Responsibility will be attached to every permit, and both must be shown to any member of the public that asks to see them.

3
Productions arriving on-location in or near a residential neighborhood shall enter the area no earlier than the time stipulated on the permit.

4
Moving or towing vehicles is prohibited without the permission of the local municipality or the vehicle owner.

5
Cast and crew must observe designated parking areas. Parking of cast and crew vehicles on public streets is prohibited unless authorized by the film permit.

6
Parking on both sides of public streets is prohibited unless specifically authorized by the film permit.

7
Production vehicles may not block driveways without the express permission of the local municipality or the driveway owner.

8
Noise levels should be kept as low as possible. Generators and vehicles producing exhaust should be placed as far as practical from residential buildings. Do not let engines run unnecessarily.

9
Cast and crew are to remain on or near the area that has been permitted. Do not trespass onto neighboring residential or commercial property.

10
Designated smoking areas must be observed, and cigarettes must always be extinguished in butt cans.

11
Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the owner, or in the case of parkway trees, the local municipality and property owner.

12
If not specified in the permit, an area for meal service and consumption must be designated. All trash must be disposed of properly upon completion of the meal.

13
All members of the production company should wear clothing that conforms to good taste and common sense. Shoes and shirts must be worn at all times.

14
Crew members should not display signs, posters or pictures that do not reflect common sense and good taste.

15
Cast and crew shall refrain from using lewd or offensive language within earshot of the general public.

16
Cast and crew must not bring guests or pets to the location, unless expressly authorized by the permit.

17
All catering, crafts service, construction, strike and personal trash must be removed from the location.

18
All signs removed (or erected) for filming purposes must be replaced (or removed) after use of the location unless otherwise stipulated by the location agreement or permit.

19
When departing the location, all signs posted to direct production company personnel to the location must be removed.

20
When production ID passes are issued, every crew member must wear the pass while on-location.

Exhibit 12

FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

TO OUR COMPANIES: Filming on location generally means utilizing property that is someone else's house, store, etc., or a public street, sidewalk or other facility. Production company personnel are guests in such places, and are obligated to conduct themselves as such, and treat the public and the location with courtesy. It should not be expected that everyone in the surrounding environment will alter their lives to accommodate the needs of film production. If we do not all work toward improving our relationship with the local communities in which we work, more production will leave Southern California, resulting in fewer jobs for all.

TO THE PUBLIC: If you find this production company is not adhering to the Filmmaker's Code of Professional Responsibility, please call FilmL.A. at 213-977-8600. If calling after normal business hours, you will still be able to report your concerns to a FilmL.A. staff member .

1

The Filmmaker's Code of Professional Responsibility will be attached to every permit, and must be shown to any member of the public who asks.

2

Production companies arriving on location in or near a residential neighborhood should enter the area no earlier than the time stipulated on the permit, and park one by one, turning engines off as soon as possible. Cast and crew must observe designated parking areas.

3

When production passes that identify employees are issued, every crew member must wear the pass while at the location.

4

Moving or towing vehicles is prohibited without the express permission of the municipal jurisdiction or the vehicle owner.

5

Production vehicles may not block driveways without the express permission of the municipal jurisdiction or the driveway owner.

6

Meals must be confined to the area designated in the location agreement or permit. Individuals must eat within the designated meal area. All trash must be disposed of properly upon completion of the meal.

7

Removing, trimming and or cutting of vegetation or trees is prohibited unless approved by the owner, or in the case of parkway trees, the local municipality and the property owner.

8

All catering, crafts service, construction, strike and personal trash must be removed from the location.

9

All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of the location, unless stipulated otherwise by the location agreement or the permit.

10

When departing the location , all signs posted to direct the company to the location must be removed.

11

Noise levels should be kept as low as possible. Generators should be placed as far as practical from residential buildings. **Do not let engines run unnecessarily.**

12

All members of the production company should wear clothing that conforms to good taste and common sense. Shoes and shirts must be worn at all times.

13

Crew members must not display signs, posters or pictures that do not reflect common sense and good taste.

14

Cast and crew are to remain on or near the area that has been permitted. **Do not trespass onto a neighboring resident's or merchant's property.**

15

Cast and crew must not bring guests or pets to the location, unless expressly authorized in advance by the production company.

16

Designated smoking areas must be observed, and cigarettes must always be extinguished in butt cans.

17

Cast and crew must refrain from using lewd or offensive language within earshot of the general public.

18

Cast and crew vehicles parked on public streets must adhere to all legal requirements unless authorized by the film permit.

19

Parking is prohibited on both sides of public streets unless specifically authorized by the film permit.

20

The company must comply with the provisions of the permit at all times.

Exhibit 13



Professional Filmmakers Code of Conduct

TO THE INDUSTRY: Production company personnel are guests on State owned and operated property and are requested to treat State property and all its surrounding properties, as well as the public, with courtesy. Improving relationships with the local communities that host filming rewards all those involved.

The **California Film Commission** requests that you adhere to the following guidelines when filming in California:

1. When filming in a neighborhood or business district, proper notification should be provided to each merchant or resident who is directly affected by the company. This includes parking, base camps, and meal areas. The filming notice should include: *name of company *name of production *company contact *kind of production *type of activity & duration.
2. Production vehicles arriving on location in or near a residential neighborhood should not enter the area before the time stipulated in the permit, should park one by one, and turn off engines as soon as possible. Cast and crew should observe designated parking areas.
3. Do not trespass onto neighbors' or merchants' property. Please remain within the boundaries of the property that has been permitted for filming.
4. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner.
5. Cast and crew meals should be confined to the area designated in the permit. All catering, craft service, construction, strike and personal trash must be removed from location.
6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated in the permit.
8. Please keep all noise levels as low as possible.
9. Observe designated smoking areas and always extinguish cigarettes properly.

Exhibit 14

COMMERCIAL FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

To the Public: We are pleased to be filming in this location and appreciate your cooperation. If you find this production company is not adhering to this Code, please call _____ at _____.

To our Company: You are guests and should treat this location, as well as the public, with courtesy. This notice has been attached to the filming notification which was distributed to this neighborhood.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or resident who is directly affected by the company (this includes parking, traveling shots, base camps, meal areas, etc.)
2. Production vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated in the permit. They should park one by one, turning off engines as soon as possible.

Cast and crew shall observe designated parking areas only. Do not park production vehicles in, or block driveways without the express permission of the municipal jurisdiction, or the driveway owner.

3. Do not trespass onto neighbors' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.
4. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
5. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Use company-supplied receptacles for the disposal of all napkins, plates and coffee cups that are used in the course of the working day.

All catering, craft service, construction, strike and personal trash must be removed from location.

6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or the property owner.
7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated by the location agreement or permit. Also, remember to remove all signs posted to direct the company to the location.

Exhibit 15



WARNER BROS. PICTURES.

FILMMAKERS CODE OF PROFESSIONAL RESPONSIBILITY

To the Public: We are pleased to be filming in this location and appreciate your cooperation. If you find this production company is not adhering to the Filmmakers Code of Professional Responsibility, please call [REDACTED] at [REDACTED] (cell) or [REDACTED] (office).

To our Production Companies: You are guests and should treat this location, as well as the public, with courtesy. If we do not conduct our business in a respectful professional manner while working in our local communities, we cannot expect cooperation from the communities in the future. Please adhere to the following guidelines.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor who is directly affected by the company (this includes parking, base camps and meal areas). The filming notice should include:
 - * name of company
 - * name of the production
 - * kind of production (e.g. feature film, movie of the week, TV pilot, etc.)
 - * type of activity, and duration (i.e., times, dates and number of days, including prep and strike)
 - * company contact (first assistant director, unit production manager, location manager)

The Filmmakers Code of Professional Responsibility should be attached to the filming notification distributed to the neighborhood.

2. Production vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated in the permit, and park one by one, turning off engines as soon as possible. Cast and crew shall observe designated parking areas.
3. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
4. Do not park production vehicles in, or block driveways without the express permission of the municipal jurisdiction or driveway owner.

- OVER -

Filmmakers Code of Professional Responsibility

Page 2

5. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals. All trash must be disposed of properly upon completion of the meal. Remember to use the proper receptacles for trash (e.g., napkins, plates, coffee cups, etc.) that you may use in the course of the working day.
6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated by the location agreement or permit. Also remember to remove all signs posted to direct the company to the location.
8. Every member of the cast and crew shall keep noise levels as low as possible.
9. Do not wear clothing that lacks common sense and good taste. Shoes and shirts must be worn at all times, unless otherwise directed.
10. Crewmembers shall not display signs, posters or pictures on vehicles that do not reflect common sense or good taste (e.g., pin-up posters...).
11. Do not trespass onto other neighbors' or merchants' property. Remain within the boundaries of the property that has been permitted for filming.
12. The cast and crew shall not bring guests or pets to the location, unless expressly authorized in advance by the company.
13. All construction, strike, catering, crafts service, and personal trash must be removed from the location.
14. Observe designated smoking areas and always extinguish cigarettes in butt cans.
15. Cast and crew will refrain from the use of lewd or improper language within earshot of the general public.
16. The company will comply at all times with the provisions of the filming permit.

We appreciate your cooperation and assistance in upholding the Filmmakers Code of Professional Responsibility.

Exhibit 16

SI - Exhibit - 016

Jerred Halvorsen

May 17, 2024

SOMETHING IDEAL, LLC.
c/o Eresidentagent
Agent for Service of Process
9000 W. Sunset Blvd., Ste. 1260
Los Angeles, CA 90069-5812

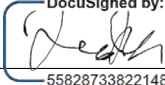
Re: Request for Cal. Lab. Code §§ 226, 432 and 1198.5 Records for **Jerred Halvorsen**.

To Whom It May Concern:

Pursuant to sections 226, 432 and 1198.5 of the California Labor Code and other applicable regulations, including section 7 of the applicable wage order as adopted by the Industrial Welfare Commission, it is requested that you promptly furnish to me “the records pertaining to” my employment including the following: (1) The itemized statements referred to in section 226(a) of the California Labor Code; (2) The statement of total hours worked; (3) All deductions taken from gross pay; (4) Net wages earned; (5) The name and address of the legal entity who or which is the employer; (6) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; (7) “time records showing when the employee begins and ends each work period [including] [meal] periods, split shift intervals and total daily hours worked;” (8) Any documents I signed during my employment; (9) Any employee reviews of disciplinary write-ups and any employee handbook(s) as well as any other documents you maintain regarding my performance or any grievance concerning my employment, and a copy of all instruments I signed relating to the obtaining or holding of my employment with you. Please provide the documents directly to my representative at:

Alan Harris
Harris & Ruble
655 North Central Avenue, 17th Floor
Glendale CA 91203
harrisa@harrisandruble.com

Very truly yours,

DocuSigned by:

558287338221485...
Jerred Halvorsen

PROOF OF SERVICE

I am over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, California 91203. On October 22, 2024, I served the within documents:

FIRST AMENDED COMPLAINT

Electronic Service: Based on a court order, I cause the above-entitled document(s) to be served through Case Anywhere addressed to all parties appearing on the electronic service list for the above-entitled case and on the interested parties in this case:

Ryan Andrews (rmandrews@venable.com)
Jeffrey Brand (jabrand@venable.com)
Ben Whitwell (bwhitwell@venable.com)
VENABLE LLP
2049 Century Park East, Ste. 2300
Los Angeles, CA 90067
Tel: (310) 229-9698

I declare under penalty of perjury that the above is true and correct. Executed on October 22, 2024, at Los Angeles, California.


Tom Brennan