

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 HARRIS & RUBLE
4 655 North Central Avenue 17th Floor
5 Glendale California 91203
6 Tel: 323.962.3777
7 Fax: 323.962.3004
8 harrisa@harrisandruble.com
9 dgarrett@harrisandruble.com

10 Attorneys for Plaintiff
11 DOUGLAS WORKMAN

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/03/2023 6:11 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Jackson Aubry, Deputy Clerk

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

14 DOUGLAS WORKMAN, an individual,
15 individually and on behalf of all others similarly
16 situated,

17 Plaintiff,

18 v.

19 INFINITY PRODUCTIONS III, LLC, a
20 Delaware limited liability company; and DOE 1
21 through and including DOE 10,

22 Defendants.

Case No: **23STCV07213**

CLASS ACTION & PAGA COMPLAINT

1. Cal. Lab. Code §§ 201.5 and 203, Continuing Wages
2. Cal. Lab. Code § 226(a), Failure to Provide Compliant Pay Stubs
3. Cal. Lab. Code §§ 510, 515 and 1198, Failure to Pay Overtime
4. Cal Lab. Code §§ 1194, 1197 and 1197.1, Failure to Pay Minimum Wages
5. Cal. Lab. Code § 226.7 and 512(a), Failure to Provide Meal Breaks
6. Cal. Lab. Code § 226.7, Failure to Provide Rest Breaks
7. Cal. Bus. & Prof. Code § 17200, Unfair Competition
8. Cal. Lab. Code § 226(b), Failure to Provide Employment Records
9. Cal. Lab. Code § 1198.5, Failure to Provide Employment Records

JURY TRIAL DEMANDED

1 Plaintiff DOUGLAS WORKMAN by and through his undersigned attorneys, alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This is a class action and representative action which will be amended and brought under
4 the California Labor Code Private Attorneys General Act ("PAGA"), seeking relief under state law on
5 account of unpaid wages, unpaid overtime, damages, continuing wages, liquidated damages, penalties,
6 restitution and attorneys' fees and costs.

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

11 **INTRODUCTION**

12 3. Plaintiff DOUGLAS WORKMAN ("Workman") is an individual, who, during the time
13 periods relevant to this Complaint, was and is a resident of the County of Los Angeles, State of
14 California.

15 4. Defendant INFINITY PRODUCTIONS III, LLC ("INFINITY") at all times relevant
16 herein, conducted business within the County of Los Angeles of the State of California.

17 5. Defendants Doe One through and including Doe Ten are sued herein under the provisions
18 of section 474 of the California Code of Civil Procedure. Plaintiff is currently ignorant of the true
19 names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued
20 herein under fictitious names and therefore sue such defendants by such fictitious names. Plaintiff will
21 seek leave to amend this complaint to allege the true names and capacities of said fictitiously named
22 defendants when their true names and capacities have been ascertained. Plaintiff is informed and
23 believes and thereon alleges that each of the fictitiously named defendants is legally responsible in some
24 manner for the events and occurrences alleged herein, and for the damages suffered by the Class.

25 6. Plaintiff is informed and believes and thereon alleges that all defendants, including the
26 fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible
27 agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all
28 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 7. Emergency Rule 9 as promulgated by the Judicial Council of California on insert date,
6 provides: “Notwithstanding any other law, the statutes of limitations and repose for civil causes of
7 action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” The Advisory
8 Committee Comment notes that: “Emergency rule 9 is intended to apply broadly to toll any statute of
9 limitations on the filing of a pleading in court asserting a civil cause of action. The term “civil causes of
10 action” includes special proceedings. (See Code Civ. Proc., §§ 312, 363 [“action,” as used in title 2 of
11 the code (Of the Time of Commencing Civil Actions), is construed “as including a special proceeding of
12 a civil nature”). . . . The rule also applies to statutes of limitations on filing of causes of action in court
13 found in codes other than the Code of Civil Procedure.”

14 **GENERAL ALLEGATIONS**

15 8. Defendants INFINITY employed Plaintiff and Aggrieved Employees as crew members
16 for the creation of a motion picture video called “Guardians of the Galaxy 3 Christmas Special” (the
17 “Production”) on or about April 28, 2022.

18 9. Defendants are “temporary services employers” as defined by Code § 201.3 and required
19 to pay workers no less frequently than weekly. As a “temporary services employer,” INFINITY is an
20 employing unit which contracts with clients to supply workers to perform services to its clients.
21 INFINITY performs all of the following functions and did so in the present Production: (A) Negotiates
22 with clients and customers for matters such as the time and place where the services are to be provided,
23 the type of work, the working conditions, and the quality and price of the services; (B) Determines
24 assignments or reassignments of workers, even if workers retain the right to refuse specific assignments;
25 (C) Retains the authority to assign or reassign a worker to another client or customer when the worker is
26 determined unacceptable by a specific client or customer; (D) Assigns or reassigns workers to perform
27 services for clients or customers; (E) Sets the rate of pay of workers, whether or not through negotiation;
28 (F) Pays workers from its own account or accounts; and (G) Retains the right to hire and terminate

workers.

10. Once the employment ended, Defendants were required to pay him by Friday of the next week. However, a check for Plaintiff's work was never sent to Plaintiff.

11. Although Plaintiff should have been paid in full for the accrued minimum wages and overtime, issued legally compliant wage statements, and reimbursed for all expenses no later than as required by Code §§ 201.3 and/or 201.5, he has yet to be paid properly.

12. Defendants failed to fully compensate Plaintiff and other nonexempt workers who performed services on the Production or other such projects produced in California for Defendants ("Aggrieved Employees") for work performed. Plaintiff and the Aggrieved Employees worked on the Production as well as on other California motion picture projects, toiling in excess of eight hours in a single day and/or over forty hours in a work week, yet not being paid timely or with appropriate wage statements, all due to Defendant's insufficient funding of the payroll accounting function.

13. At all relevant times mentioned herein, Wage Order 12 of the California Industrial Welfare Commission applied to Plaintiff and Aggrieved Employees. In part, the Wage Order reflects employer obligations regarding hours and days of work, reporting time pay and records (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and Aggrieved Employees). The Wage Order provides, in relevant part:

3. Hours and Days of Work.

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 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.

1 (B) Unless the employee is relieved of all duty during a thirty (30) minute meal period,
2 the meal period shall be considered an “on duty” meal period and counted as time
3 worked. An “on duty” meal period shall be permitted only when the nature of the work
4 prevents an employee from being relieved of all duty and when by written agreement
5 between the parties an on-the-job paid meal period is agreed to. The written agreement
6 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.

8 **12. Rest Periods.**

9 (A) Every employer shall authorize and permit all employees to take rest periods, which
10 insofar as practicable shall be in the middle of each work period. The authorized rest
11 period time shall be based on the total hours worked daily at the rate of ten (10) minutes
12 net rest time per four (4) hours or major fraction thereof. However, a rest period need not
13 be authorized for employees whose total daily work time is less than three and one-half
14 (3.5) hours. Authorized rest period time shall be counted as hours worked for which there
15 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.

16 Cal. Code Regs., Title 8 §§ 11110, 11120.

17 14. At all relevant times mentioned herein, section 201.5 of the California Labor Code
18 provided in part:

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

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

(A) The employee’s job duties relate to or support the production or broadcasting of
22 motion pictures or the facilities or equipment used in the production or broadcasting of
23 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,

1 including, but not limited to, productions made for entertainment, commercial, religious,
2 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.

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

5 (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
6 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
7 employee or made available to the employee at the location specified by the employer,
whichever is earlier.

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

10 (e) Nothing in this section prohibits the parties to a valid collective bargaining agreement
11 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
12 204.

13 Cal. Lab. Code § 201.5. At all relevant times mentioned herein, §§ 201.3 and/or 201.5 of the California
Labor Code controlled the final payment of wages to Plaintiff and the Aggrieved Employees.

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

16
17 If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.5, 202 and 202.5, any wages of an employee who is discharged or who
18 quits, the wages of the employee shall continue as a penalty from the due date thereof at
the same rate until paid or until action therefore is commence; but the wages shall not
19 continue for more than 30 days.

20 Cal. Lab. Code § 203.

21 16. By failing to pay Plaintiff and Aggrieved Employees all wages when due at the end of
22 employment, Plaintiff and Aggrieved Employees are entitled to continuing wages pursuant to section
23 203 of the California Labor Code.

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

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

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

3 18. In no event should Plaintiff or the Aggrieved Employees have been paid later than the
4 time periods established by sections §§ 201.3, 201.5 and/or 204 of the California Labor Code, but
5 certain payments to Plaintiff and the Aggrieved Employees were made months after they were due, or
6 not at all, leading to penalties and civil penalties under sections 203 and 204 of the California Labor
7 Code.

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

9 In addition to, and entirely independent and apart from, any other penalty provided in this
10 article, every person who fails to pay the wages of each employee as provided in Sections
11 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
12 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
each employee; (b) For each subsequent violation, or any willful or intentional violation,
two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
amount unlawfully withheld.

13 Cal. Lab. Code § 210. Further, the Defendants' policy has been to devote insufficient manpower and
14 other resources to the payroll accounting function, with the inevitable result that employees are routinely
15 paid in tardy fashion, in violation of sections §§ 201.3, 201.5, 203 and/or 204 of the California Labor
16 Code.

17 20. At all relevant times mentioned herein, section 510(a) of the California Labor Code
18 provided:

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

Cal. Lab. Code § 510.

21. Defendants failed to pay proper minimum wage or overtime to Plaintiff and Aggrieved
Employees.

1 22. At all relevant times mentioned herein, section 515(d)(2) of the California Labor Code
2 provided:

3 Payment of a fixed salary to a nonexempt employee shall be deemed to provide
4 compensation only for the employee's regular, nonovertime hours, notwithstanding any
private agreement to the contrary.

5 Cal. Lab. Code § 515(d)(2). Accordingly, a daily wage rate is "deemed to provide compensation only for
6 the employee's regular, nonovertime hours" too. Alvarado v. Dart Container Corp. of Cal., 4 Cal. 5th
7 542, 564–65 (2018), as modified (Apr. 25, 2018) ("the Legislature expressly endorsed the principle that
8 flat sum nonhourly compensation should be factored into an employee's regular rate of pay by dividing
9 the flat sum by the number of nonovertime hours that exist in the relevant period, and that the flat sum
10 compensates the worker for only nonovertime hours worked.") The California Supreme Court based its
11 holding on fundamental principles that "the obligation to pay premium pay for overtime work reflects a
12 state policy favoring an eight-hour workday and a six-day 40-hour workweek, and discouraging
13 employers from imposing work in excess of those limits." Alvarado, 4 Cal. 5th at 539. Therefore,
14 Plaintiff was not paid properly for his overtime.

15 23. At all relevant times mentioned herein, section 1194 of the California Labor Code
16 provided:

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

21 Cal. Lab. Code § 1194.

22 24. Plaintiff and Aggrieved Employees were not timely paid the minimum wages and/or
23 overtime to which they were entitled. Accordingly, they are entitled to liquidated damages under
24 section 1194.2.

25 25. At all relevant times mentioned herein, section 558.1 of the California Labor Code
26 provided:

27 (a) Any employer or other person acting on behalf of an employer, who violates, or
28 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.

Cal. Lab. Code § 558.1. Defendants are the 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.

26. At all relevant times mentioned herein, section 558 of the California Labor 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.

Cal. Lab. 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 California Labor Code referenced herein.

27. At all relevant times mentioned herein, section 226 of the California Labor Code provided:

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary

1 services employer as defined in Section 201.3, the rate of pay and the total hours worked
2 for each temporary services assignment. The deductions made from payment of wages
3 shall be recorded in ink or other indelible form, properly dated, showing the month, day,
4 and year, and a copy of the statement and the 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. . . .

5 Cal. Lab. Code § 226. Defendants did not provide Plaintiff or other Aggrieved Employees wage
6 statements with all required information, such as total hours worked or applicable hourly rates.

7 28. Labor Code sections 226.7, 512 and Section 12 of the Wage Order require an employer to
8 pay an additional hour of compensation for each rest break and/or meal period the employer fails to
9 provide. Section 12 requires that “No employer shall employ any person for a work period of more than
10 six (6) hours without a meal period of not less than thirty (30) minutes, nor more than one (1) hour.
11 Subsequent meal period for all employees shall be called not later than six (6) hours after the
12 termination of the preceding meal period.” Defendants failed to maintain a policy informing all similarly
13 situated employees of these rights.

14 29. Here, Defendants failed to apprise all similarly situated employees of their rights
15 associated with meal periods and failed to provide timely meal periods. Defendants have had a
16 consistent policy requiring all similarly situated employees to keep their radios on even during meal and
17 rest breaks. At all relevant times mentioned herein, section 226.7 of the California Labor Code provided:

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

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

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

26 Cal. Lab. Code § 226.7. Since his work required that he be in constant radio communication with
27 Defendants, he was never provided a proper meal or rest break. Upon information and belief, other class
28 members were also not provided proper meal and rest breaks.

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

For the period three years and 180 days prior to the filing of this Complaint to date, all persons issued wage statements on account of services provided for Defendants in the production of Motion Pictures (such persons are referred to hereafter as Code Class Members, and such period is referred to hereafter as the Code Class Period).

For the period one year prior to the filing of this Complaint to date, all persons paid wages on account of services provided for Defendants in the production of Motion Pictures (such persons are referred to hereafter as 226 Class Members, and such period is referred to hereafter as the Class Period).

For the period four years and 180 days prior to the filing of this Complaint to date, all persons paid wages on account of services provided for Defendants in the production of Motion Pictures (such persons are referred to hereafter as 17200 Class Members, and such period is referred to hereafter as the Class Period).

31. The potential members of each Class as defined are so numerous that joinder of all the members of either Class is impracticable. The number of Class Members is great, but not so great as to make the class unmanageable. It, therefore, is impractical to join each Class Member as a named plaintiff. Accordingly, utilization of a class action is the most economically feasible means of determining the merits of this litigation.

B. Commonality

12
COMPLAINT

- a. Whether Defendants failed to pay all wages in a timely fashion in violation of sections 201.3, 201.5, 203 and/or 204 of the Code.
- b. Whether Defendants' failure to provide accurate itemized wage statements to each and every employee violates section 226(a).
- c. Whether Defendants untimely and/or nonpayment of wages give rise to liquidated damages for failure to pay minimum wages under section 1194.2.
- d. Whether Defendants failed to provide meal breaks to each and every employee.
- e. Whether Defendants failed to provide rest breaks to each and every employee.

C. Typicality

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

35. The claims of the named Plaintiff are typical of the claims of each 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. Plaintiff and all members of the Classes sustained injuries and damages arising out of and caused by Defendants in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein. Plaintiff has 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

36. Plaintiff will fairly and adequately represent and protect the interests of the members of each Class. Counsel who represents Plaintiff is competent and experienced in litigation large employment class actions. Neither Plaintiff nor his counsel have any conflict with either Class.

E. Superiority of Class Action

37. 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

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

FIRST CAUSE OF ACTION

8 (Continuing Wages, California Labor Code §§ 201.3, 201.5, 203, and/or 204
9 On Behalf of Plaintiff and the Code Class against All Defendants)

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

12 39. Defendants employed Plaintiff. As of the date of filing of this Complaint, Plaintiff has
13 not been timely compensated in full for their services.

14 40. Upon information and belief, Aggrieved Employees the Code Class have not been timely
15 compensated in full for their services. Plaintiff and the Code Class consistently worked more than 6-
16 hour and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their
17 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
18 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
19 entitled to an additional thirty minutes of wages for each faux meal break.

20 41. Defendants' failure to compensate Plaintiff and the Code Class within the time for which
21 provision is made by section 201.3 and/or 201.5 of the California Labor Code, despite their knowledge
22 of their obligation to do so, was and is "willful" as the word is used in section 203.

23 42. Pursuant to section 203 of the California Labor Code, Plaintiff and the Class Members
24 are entitled to continuing wages from Defendants in an amount according to proof. Plaintiff and
25 Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section
26 218.5 of the California Labor Code in the total sum of at least \$29,250.00.

SECOND CAUSE OF ACTION

27 (Failure to Provide Compliant Pay Stubs, Cal. Lab. Code § 226(a)
28 On Behalf of Plaintiff and the 226 Class Against All Defendants)

43. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

44. Defendants failed to provide Plaintiff and the 226 Class with wage statements conforming to the requirements of section 226(a) of the Code.

45. The foregoing was intentional misconduct of Defendants that injured Plaintiff and Aggrieved Employees insofar as they were deprived of information to which they were legally entitled, including but not limited to, hours worked, the inclusive dates of the pay period, the name and address of the legal entity that is the employer, and all applicable rates of pay.

46. The failure of Defendants to provide compliant wage statements violates section 226(a) of the Code. The failure caused them injury by depriving them of information to which they are legally entitled. Accordingly, Plaintiff and Class Members are entitled to damages in an amount according to proof and costs and reasonable attorney's fees in accordance with the provisions of Code section 226(e), all in a sum according to proof. Plaintiff is entitled to an amount according to proof of at least \$50 each, not including interest thereon, reasonable attorneys' fees and cost of suit.

THIRD CAUSE OF ACTION

(Damages for Unpaid Overtime Compensation,
California Labor Code §§ 510, 515 and 1198)

On Behalf of Plaintiff and the Code Class against All Defendants)

47. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

48. Plaintiff, as well as the Code Class, worked many hours for Defendants, including overtime, without compensation for work performed, as required by law.

49. Plaintiff and the Code Class are entitled to recover an amount according to proof. Plaintiff and the Code Class are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the California Labor Code.

FOURTH CAUSE OF ACTION

(Damages for Unpaid Minimum Wages,

California Labor Code §§ 510, 1194, 1194.2 and 1198

On Behalf of Plaintiff and the Code Class against All Defendants)

50. Plaintiff realleges and incorporates herein by reference the allegations contained in this

1 Complaint as though fully set forth herein.

2 51. Plaintiff and the Code Class worked many hours for Defendants, without compensation
3 for work performed, as required by law.

4 52. Plaintiff and the Code Class are entitled to recover liquidated damages under section
5 1194.2 of the California Labor Code in an amount according to proof. Plaintiff and Aggrieved
6 Employees are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the
7 California Labor Code.

8 **FIFTH CAUSE OF ACTION**

9 (Failure to Provide Meal Breaks, Cal. Lab. Code §§ 226.7 and 512
10 On Behalf of Plaintiff and the Code Class and Against All Defendants)

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

13 54. Labor Code section 226.7 requires an employer to pay an additional hour of
14 compensation for each meal period the employer fails to provide a timely and uninterrupted meal period.
15 Employees are entitled to meal period of at least thirty 30 minutes per six-hour work period.

16 55. Upon information and belief, Aggrieved Employees the Code Class have not been timely
17 compensated in full for their services. Plaintiff and the Code Class consistently worked more than six-
18 hour and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their
19 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
20 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
21 entitled to an additional thirty minutes of wages for each faux meal break.

22 56. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to
23 damages in an amount equal to one hour of wages per missed meal break, in an amount according to
24 proof.

25 **SIXTH CAUSE OF ACTION**

26 (Failure to Provide Rest Breaks, Cal. Lab. Code §§ 226.7
27 On Behalf of Plaintiff and the Code Class against All Defendants)

28 57. Plaintiff realleges and incorporates herein by reference the allegations contained in this
Complaint as though fully set forth herein.

58. Labor Code Section 226.7 requires an employer to pay an additional hour of compensation for each rest period the employer fails to provide a compliant rest period. Employees are entitled to a rest period of ten minutes for every four hours worked or major fraction thereof.

59. Upon information and belief, Aggrieved Employees the Code Class have not been timely compensated in full for their services. Plaintiff and the Code Class consistently worked more than six-hour and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are entitled to an additional thirty minutes of wages for each faux meal break.

60. Pursuant to Labor Code section 226.7, Plaintiff and the Code Class are entitled to damages in an amount equal to one hour of wages per missed meal break, in an amount according to proof.

SEVENTH CAUSE OF ACTION

(Unfair Business Practices on Behalf of Plaintiff and the 17200 Class Members against All Defendants)

61. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

62. 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. Plaintiff alleges that Defendants have engaged in unfair business practices in California by the above-described failure to pay all accrued overtime.

63. Defendants' violations of the California wage and hour laws 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 Plaintiff and Aggrieved Employees.

64. Defendants have avoided payment of wages and overtime wages and other benefits required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Upon information and belief, Aggrieved Employees the 17200 Class have not been timely compensated in full for their services. Plaintiff and the 17200 Class consistently worked more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their

1 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
2 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
3 entitled to an additional thirty minutes of wages for each faux meal break.

4 65. As a result of Defendants' unfair and unlawful business practices, Defendants have
5 reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiff and the
6 Aggrieved Employees and members of the public. Defendants should be made to disgorge their ill-
7 gotten gains and to restore them to Plaintiff and Aggrieved Employees.

8 66. The actions of Defendants entitle Plaintiff to seek the remedies available under section
9 17200 et seq. Plaintiff seeks full restitution of said amounts from Defendants, as necessary and
10 according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted
11 by Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of
12 themselves, as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to
13 sections 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seeks
14 the appointment of a receiver as necessary.

15 **EIGHTH CAUSE OF ACTION**

16 (Failure to Provide Employment Records Upon Request Cal. Lab. Code § 226(b)
17 On Behalf of Plaintiff Against Defendants)

18 67. Plaintiff realleges and incorporates herein by reference the allegations contained in this
19 Complaint as though fully set forth herein.

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

23 69. Plaintiff have requested that Defendants permit inspection or copying of their
24 employment records pursuant to Labor Code section 226(b). Defendants have failed to provide Plaintiff
25 with an opportunity to inspect or copy their employment records within 21 days of their requests.
26 Defendants have not produced any records at all.

27 70. Pursuant to Labor Code Section 226(b) and (f), Plaintiff is entitled, and hereby seek to
28 recover from Defendants a seven-hundred-fifty-dollar (\$750) penalty for each violation, reasonable

1 attorney's fees, and the costs of bringing this cause of action.

2 **NINTH CAUSE OF ACTION**

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

5 71. Plaintiff realleges and incorporates herein by reference the allegations contained in this
6 Complaint as though fully set forth herein.

7 72. Pursuant to Labor Code section 1198.5, an employer shall afford current and former
8 employees the right to inspect or copy the personnel records pertaining to that current or former
9 employee, upon reasonable request to the employer.

10 73. Plaintiff have requested that Defendants permit inspection or copying of their personnel
11 records pursuant to Labor Code section 1198.5. Defendants have failed to provide Plaintiff with an
12 opportunity to inspect or copy the employment records within 30 days of their request.

13 74. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby seek to
14 recover from Defendants a seven-hundred-fifty-dollar (\$750) penalty per Defendant, reasonable
15 attorney's fees, and the costs of bringing this cause of action.

16 **TENTH CAUSE OF ACTION [POTENTIAL]**

17 California Labor Code § 2698 et seq. Civil Penalties
18 (On Behalf of Plaintiff, the California Labor & Workforce Development Agency and Aggrieved
19 Employees Against Defendant Infinity)

20 75. Plaintiff realleges and incorporates herein by reference the allegations contained in this
21 First Amended Complaint as though fully set forth herein.

22 76. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about April 3, 2023, Plaintiff
23 submitted their PAGA Claim Notice online to the California Labor and Workforce Development
24 Agency ("LWDA") and notified the LWDA of the specific provisions of the Labor Code alleged to have
25 been violated by Defendant Infinity, including the theories set forth in the Complaint. Also on that day,
26 Plaintiff gave written notice by certified mail to the Registered Agent for Service of Process for
27 Defendant Infinity of the specific provisions of the Labor Code alleged to have been violated by
28 Defendant.

77. With respect to this PAGA claim, Plaintiff seeks to represent all Aggrieved Employees,
defined as Plaintiff and/or other persons who performed services on the Production or other such

1 projects produced in California for Defendants during the period of time commencing one year prior to
2 the filing of the PAGA Claim Notice with the LWDA.

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

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

7 Cal. Lab. Code § 2699.3(a)(2)(A).

8 79. When sixty-five (65) calendar days of the postmark date of the notice sent by Plaintiff
9 have passed, Plaintiff may “commence a civil action pursuant to Section 2699.” Cal. Lab. Code §
10 2699.3(a)(2)(A). More than sixty-five calendar day have passed since Plaintiff gave written notice of
11 the PAGA violations to the LWDA and Defendants.

12 80. Plaintiff contends that sections 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 515, 558,
13 558.1, 1194, 1197, 1198, 2802, and 2699 et seq. of the Labor Code enable them to recover civil
14 penalties under PAGA, as well as attorney’s fees and costs, from Defendant Infinity, through a civil
15 action on behalf of themselves and other Aggrieved Employees.

16 81. Plaintiff seeks to recover the PAGA civil penalties through a representative action
17 permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969
18 (2009). Therefore, class certification of the PAGA claims is not required.

19 82. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
20 Code provisions: 201.3, 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1194, 1197,
21 1198, 2802, and 2699 et seq.

22 83. Plaintiff contends that the failure of Defendants to make timely payments within the time
23 provided for has been and is “willful” within the meaning of such word as used in Section 210 of the
24 California Labor Code and that, accordingly, each Aggrieved Employee who was not timely paid his or
25 her timely wages during their employment is entitled to civil penalties. Labor Code section 210
26 provides for a penalty of \$100 for each initial violation and \$200 for each subsequent, or willful or
27 intentional violation plus 25 percent of the amount unlawfully withheld.

28 84. Failure to pay wages and/or final wages to Plaintiff and Aggrieved Employees in

1 violation of Labor Code §§ 201.5 and 203. With respect to violations of Labor Code § 201.5, Plaintiff
2 contends that the failure of Defendants to make final payments within the time provided for has been
3 and is “willful” within the meaning of such word as used in Section 203 of the California Labor Code
4 and that, accordingly, each Aggrieved Employee who was not timely paid his or her final wages is
5 entitled to civil penalties. Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period
6 per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for
7 subsequent violations for all Labor Code provisions for which a civil penalty is not specifically
8 provided.

9 85. Failure to provide compliant itemized wage statements to Plaintiff and Aggrieved
10 Employees in violation of Labor Code § 226(a). Plaintiff and other Aggrieved Employees have not been
11 provided a wage statement as required by Labor Code section 226(a). The foregoing was the intentional
12 misconduct of Defendants that was intended to mislead and injure Plaintiff and other Aggrieved
13 Employees insofar as they were subjected to confusion and deprived of information to which they were
14 legally entitled. Section 226(e) provides that any employee who suffers injury as a result of a knowing
15 and intentional failure by the employer to comply with its obligation to provide wage statements
16 containing all of the information referenced above is entitled to recover the greater of his actual damages
17 or \$50 for the first violation by the employer. The employee is also entitled to recover \$100 for each
18 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000.

19 86. Failure to provide proper rest and meal periods to Plaintiff and Aggrieved Employees.
20 Plaintiff and Aggrieved Employees were not provided with timely meal and rest periods in violation of
21 Labor Code section 226.7 and the applicable Living Wage Order sections 11 and 12. Labor Code section
22 226.7 requires “one additional hour of pay at the employee’s regular rate of compensation for each
23 workday that the meal or rest or recovery period is not provided.”

24 87. Failure to reimburse necessary business expenses under Labor Code § 2802. Plaintiff and
25 Aggrieved Employees were not reimbursed for necessary business expenses. Labor Code 2699 et seq.
26 imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for initial
27 violations, and two hundred dollars per pay period per aggrieved employee for subsequent violations for
28 all Labor Code provisions for which a civil penalty is not specifically provided.

1 88. Improper classification of employees as independent contractors in violation of Labor
2 Code § 226.8. Plaintiff and Aggrieved Employees were willfully misclassified as independent
3 contractors even though they were not exempt employees. Labor Code section 226.8 requires “a civil
4 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars
5 (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” If the
6 employer is found to have engaged in a “pattern or practice” of misclassifying employees, it is subject to
7 a “civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand
8 dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.” Cal.
9 Lab. Code § 226.8(c).

10 89. Failure to pay minimum and overtime wages to Plaintiff and Aggrieved Employees in
11 violation of Labor Code §§ 510, 558, 1194, and 1198. Both late payment and non-payment of minimum
12 wages violate the state statute requiring the payment of a minimum hourly wage. Labor Code section
13 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for
14 initial violations for each underpaid employee for each pay period for which the employee was
15 underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred (\$100) for
16 subsequent violations for each underpaid employee for each pay period for which the employee was
17 underpaid in addition to an amount sufficient to recover underpaid wages.

18 90. Failure to keep complete and accurate payroll records. Failure to keep complete and
19 accurate payroll records relating to Plaintiff and Aggrieved Employees in accordance with California
20 Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor
21 Code section 1174(d).

22 91. With respect to violations of Labor Code sections 201.5 and 203 Plaintiff contend that the
23 failure of Defendants to make payments within the time provided for has been and is “willful” within the
24 meaning of such word as used in Section 203 of the California Labor Code and that, accordingly, each
25 Aggrieved Employee who was not timely paid his or her final wages is entitled to civil penalties for
26 which provision is made in Section 210 of the Labor Code on account of violations of section 204.

27 92. Labor Code § 2699(f) imposes a civil penalty of one hundred dollars (\$100) per pay
28 period, per Aggrieved Employee for initial violations, and two hundred dollars (\$200) per pay period,

1 per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil
2 penalty is not specifically provided.

3 **WHEREFORE**, Plaintiff prays judgment as follows:

4 1. That the Court certify the Class.

5 2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the
6 failure of Defendants to make payment of Plaintiff's and Class Members' wages was in violation of
7 section 201.3, 201.5, 203 and/or 204 of the California Labor Code, and was "willful" as that word is
8 used in section 203 of the California Labor Code, and that the Court enter judgment against Defendants
9 in favor of Plaintiff and Class Members. That judgment be entered in favor of Plaintiff of at least
10 \$29,250.00 and the Code Class in an amount according to law and proof, interest thereon, and costs and
11 reasonable attorneys' fees in accordance with the provisions of California Labor Code section 218.5.

12 3. That, under the Second Cause of Action for Failure to Provide Compliant Wage
13 Statements, this Court enter judgment in favor of Plaintiff and Class Members against Defendants. That
14 judgment be entered in favor of Plaintiff of at least \$50 and the 226 Class in an amount according to
15 proof, and costs and reasonable attorneys' fees in accordance with the provisions of California Labor
16 Code section 226(e).

17 4. That, under the Third Cause of Action for Failure to Pay Overtime, this Court enter
18 judgment in favor of Plaintiff and the Code Class against Defendants in the amount of unpaid overtime
19 and liquidated damages according to proof, interest thereon, and costs and reasonable attorneys' fees
20 pursuant to sections 1194.

21 5. That, under the Fourth Cause of Action for Failure to Pay Minimum Wages, this Court
22 enter judgment in favor of Plaintiff and the Code Class against Defendants in the amount of unpaid
23 minimum wages and liquidated damages according to proof, interest thereon, and costs and reasonable
24 attorneys' fees pursuant to sections 1194 and 1194.2.

25 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiff and
26 the Code Class in an amount according to proof and award them damages, penalties, and costs of suit.

27 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiff and
28 the Code Class in an amount according to proof and award them damages, penalties, and costs of suit.

1 8. That, with respect to the Seventh Cause of Action for Unfair Competition, this Court
2 enter judgment in favor of Plaintiff and the 17200 Class against Defendants in an amount according to
3 proof. Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore
4 any and all amounts—including interest—withheld, acquired, or converted by Defendants by means of
5 the unfair practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the
6 general public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Labor Code and
7 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seek the appointment of a receiver as
8 necessary.

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

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

15 11. If amended to add a PAGA cause of action, that, with respect to the Tenth Cause of
16 Action, this Court enter judgment in favor of Plaintiff and the LWDA against Defendants, along with
17 reasonable attorney's fees and the costs of bringing this cause of action.

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

21
22 DATED: April 3, 2023

HARRIS & RUBLE



Alan Harris
Attorney for Plaintiff