

D.LAW, INC.
 Roman Shkodnik (SBN 285152)
 r.shkodnik@d.law
 Mason Doidge (SBN 352604)
 m.doidge@d.law
 450 N Brand Blvd., Suite 840
 Glendale, CA 91203
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

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 Superior Court of California
 County of Los Angeles
01/29/2026

David W. Slayton, Executive Officer / Clerk of Court
 By: M. Arellanes Deputy

Attorneys for Plaintiff JENNIFER LEIVA PADILLA,
 on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

JENNIFER LEIVA PADILLA, on behalf of
 herself and others similarly situated,

Plaintiff,

vs.

WARNER BROS. STUDIO OPERATIONS, A
 DIVISION OF WB STUDIO ENTERPRISES
 INC., a Delaware corporation; WARNER
 BROS. DISCOVERY, an entity of unknown
 form; WARNERMEDIA, an entity of
 unknown form; WARNER BROS. STUDIO
 FACILITIES, an entity of unknown form; and
 DOES 1 through 50, inclusive,

Defendants.

Case No. 25STCV34499

CLASS ACTION

Assigned for All Purposes To:
 Hon. Timothy Patrick Dillon
 Dept.: 15

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
6. Violation of Labor Code § 226(a);
7. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
8. Penalties Pursuant to Labor Code § 203;
9. Violation of Business & Professions Code § 17200 *et seq.*; and
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff JENNIFER LEIVA PADILLA, (hereinafter “Plaintiff”) on behalf of herself and
2 all others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees excepting custodian workers by
8 Defendants WARNER BROS. STUDIO OPERATIONS, A DIVISION OF WB STUDIO
9 ENTERPRISES INC., a Delaware corporation; WARNER BROS. DISCOVERY, an entity of
10 unknown form; WARNERMEDIA, an entity of unknown form; WARNER BROS. STUDIO
11 FACILITIES, an entity of unknown form; and DOES 1 through 50 (all defendants being
12 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
13 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
14 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress
15 therefore.

16 2. Plaintiff is a resident of California and during the time period relevant to this
17 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
18 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
19 worked for Defendants in Los Angeles County, and in other nonexempt positions, throughout
20 California and, and consistently worked at Defendants’ behest without being paid all wages due.
21 More specifically, Plaintiff and the other similarly situated Class members were employed by
22 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
23 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
24 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
25 subjected to the same policies and practices, and (3) endured similar violations at the hands of
26 Defendants as the other Employee Class members who served in similar and related positions.

27 3. Defendants required Plaintiff and the Employees in the Class to perform work
28 while remaining under Defendants’ control before and after being on the clock for their daily work

1 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class
2 members by rounding hours worked to reflect scheduled shift start and end times as opposed to
3 actual hours worked. Defendants thus failed to pay Plaintiff and the Class members for all hours
4 worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class
5 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the
6 Class with lawful meal and rest periods, as employees were not provided with the opportunity to
7 take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

8 **THE PARTIES**

9 **A. The Plaintiff**

10 4. Plaintiff JENNIFER LEIVA PADILLA has resided in California and during the
11 time period relevant to this Complaint was employed by Defendants as a non-exempt hourly
12 employee within the State of California.

13 **B. The Defendants**

14 5. Defendant WARNER BROS. STUDIO OPERATIONS, A DIVISION OF WB
15 STUDIO ENTERPRISES INC. is a Delaware corporation with its principle executive offices in
16 Burbank, California and has been listed as the employer on Plaintiff's paystubs during the relevant
17 time period. WARNER BROS. STUDIO OPERATIONS, A DIVISION OF WB STUDIO
18 ENTERPRISES INC. lists a New York mailing address with the California Secretary of State and
19 employs Plaintiff and the Class members at Defendants' offices and facilities in Burbank,
20 California, and throughout California and conducts business throughout California.

21 6. Defendant WARNER BROS. DISCOVERY, is a an entity of unknown form
22 with its principle executive offices in Burbank, California and has been listed as the employer on
23 Plaintiff's personnel file during the relevant time period. WARNER BROS. DISCOVERY does
24 not list a California address with the California Secretary of State, but upon information and
25 belief, employs Plaintiff and the Employees in Los Angeles County, including at Defendants'
26 offices and facilities in Burbank, California, and throughout California and conducts business
27 throughout California.

28 7. Defendant WARNERMEDIA is an entity of unknown form with its principle

1 executive offices in Burbank, California and has been listed as the employer on Plaintiff's
2 employment documents during the relevant time period. WARNERMEDIA does not list a mailing
3 address with the California Secretary of State and employs Plaintiff and the Class members at
4 Defendants' offices and facilities in Burbank, California, and throughout California and conducts
5 business throughout California.

6 8. Defendant WARNER BROS. STUDIO FACILITIES is an entity of unknown form
7 with its principle executive offices in Burbank, California and has been listed as the employer on
8 Plaintiff's employment documents during the relevant time period. WARNER BROS. STUDIO
9 FACILITIES does not list a mailing address with the California Secretary of State and employs
10 Plaintiff and the Class members at Defendants' offices and facilities in Burbank, California, and
11 throughout California and conducts business throughout California.

12 9. The true names and capacities, whether individual, corporate, associate, or
13 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
14 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
15 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
16 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
17 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
18 this Complaint to reflect the true names and capacities of the Defendants designated herein as
19 Does 1 through 50 when their identities become known.

20 10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
21 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
22 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
23 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
24 all respects as the employers or joint employers of Employees. Defendants, and each of them,
25 exercised control over the wages, hours or working conditions of Employees, or suffered or
26 permitted Employees to work, or engaged, thereby creating a common law employment
27 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
28 employed Employees.

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1 statements and payroll checks were created. Plaintiff also contends that Defendants failed to pay
2 Plaintiff and the Class members all wages due and owing, failed to provide meal and rest breaks,
3 and failed to furnish accurate wage statements, all in violation of various provisions of the
4 California Labor Code and applicable Wage Orders.

5 13. During the course of Plaintiff and the Class members' employment with
6 Defendants, they were not paid all wages they were owed, including for all work performed and
7 for all overtime hours worked and were forced to work during their meal and rest breaks.
8 Defendants also failed to maintain timekeeping records for Plaintiff that would permit her to
9 discover the nature and extent of Defendants' unlawful rounding.

10 14. As a matter of uniform Company policy, Plaintiff and the Class members were
11 required to work during their meal and rest breaks which were not compensated by Defendants in
12 violation of the California Labor Code. Plaintiff and the Class members were also not paid
13 regular wages and overtime for the time they were required to comply with other requirements
14 imposed upon them, which they had to complete while working through their meal and rest
15 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
16 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
17 appropriate overtime rate for all such hours, including by being required to perform work duties
18 and tasks without pay and while off-the-clock, and due to Defendants' unlawful rounding. As a
19 result, Plaintiff and the Class members worked substantial overtime hours during their
20 employment with Defendants for which they were not compensated, in violation of the California
21 Labor Code, applicable IWC Wage Orders.

22 15. As a result of the above described unlawful rounding, the daily work demands and
23 pressures to work through breaks, and the other wage violations they endured at Defendants'
24 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
25 wages owed to them by Defendants, including when working more than eight (8) hours in any
26 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
27 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
28 which they were not adequately and completely compensated. To the extent applicable,

1 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
2 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
3 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
4 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

5 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay
7 Employees for all hours worked and failing to pay minimum wage for all time worked as required
8 by California Law.

9 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees overtime compensation at premium overtime rates for all hours worked in excess of
12 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
13 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
14 sections of IWC Wage Orders.

15 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
16 continuing to the present, Defendants have regularly required Employees to work shifts in excess
17 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
18 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
19 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
20 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
21 Defendants failed to provide or deficiently provided.

22 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
23 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
24 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
25 Defendants pay Employees premium pay for each day on which requisite rest breaks were not
26 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
27 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

28 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and

1 continuing to the present, Defendants have consistently failed to provide Employees with timely,
2 accurate, and itemized wage statements as required by California wage-and-hour laws.
3 Specifically, the wage statements given to Employees by Defendants failed to accurately account
4 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
5 Defendants knew or reasonably should have known were owed to Employees, as alleged
6 hereinabove. The wage statements provided to Employees were confusing and required
7 Employees to engage in discovery and refer to outside sources to verify whether their pay was
8 correct, potentially resulting in a miscalculation by the Employees.

9 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
10 continuing to the present, Defendants have consistently failed to provide Employees with timely,
11 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

12 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
14 performance of their job duties for Defendants including, but not limited to, the cost of mileage
15 when employees drove personal vehicles for work purposes, personal cellphone usage, and
16 COVID tests and protective equipment such as face masks and hand sanitizer which were required
17 by Defendants, all of which were necessary to perform their duties under Defendants' employ in
18 violation of Labor Code § 2802.

19 23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to keep accurate time and wage
21 records as required by California wage-and-hour laws.

22 24. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
23 to the present, Defendants have had a consistent policy of failing to pay all wages due and owed to
24 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
25 required by California wage-and-hour laws.

26 25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
27 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
28 1185, 1194, 1194.2, 1197, 1199, 2698, 2699, *et seq.*, and 2802.

26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

27. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants within the State of California at any time within four (4) years of the filing of this lawsuit.

28. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class

members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

h. Subclass 8. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

i. Subclass 9. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

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

A. Numerosity

31. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class members has not been determined at this time, Plaintiff is informed and believes that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals within the State of California.

32. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

33. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a);
- g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- j. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- k. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- l. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

34. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

35. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class

1 actions.

2 **E. Superiority of Class Action**

3 36. A class action is superior to other available means for the fair and efficient
4 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
5 questions of law and fact common to all Employees predominate over any questions affecting only
6 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
7 Defendants' illegal policies or practices of failing to compensate Employees properly.

8 37. Class action treatment will allow those persons similarly situated to litigate their
9 claims in the manner that is most efficient and economical for the parties and the judicial system.
10 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM WAGES**

13 **(Against All Defendants)**

14 38. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 39. Defendants failed to pay Employees minimum wages for all hours worked.
17 Defendants had a consistent policy of misstating Employees time records and failing to pay
18 Employees for all hours worked. Employees would work hours and not receive wages, including
19 as alleged above in connection with working during meal breaks, rounding of timekeeping
20 entries, and working "pre-shift" and "post-shift" without compensation by going through security
21 checks, going through COVID screening checks, and donning and doffing uniforms before
22 clocking in and after clocking out. Defendants also failed to pay for on-call or standby time.
23 Specifically, Defendants required Plaintiff to call to see if she was needed at work. Plaintiff then
24 had to report to work and was not paid on-call or standby pay. Upon information and belief,
25 Class members were also required to be on-call and were not compensated for on-call or standby
26 pay. Additionally, Defendants had a consistent policy of failing to pay Employees for hours
27 worked during alleged meal periods for which Employees were consistently denied, as also
28 addressed herein. Defendants have also intentionally and improperly rounded, changed, adjusted,

1 and/or modified Employee hours, while benefiting Defendants. Defendants thus regularly failed
2 to pay minimum wages to Plaintiff and Class members, including by unlawful rounding to their
3 detriment. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum
4 wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices
5 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
6 uniform policy and practice that denied accurate compensation to Plaintiff and the other members
7 of the Class as to minimum wage pay.

8 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
9 states:

10 The minimum wage for employees fixed by the commission is the
11 minimum wage to be paid to employees, and the payment of a less
12 wage than the minimum so fixed is unlawful.

13 41. The applicable minimum wages fixed by the commission for work during the
14 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
15 therefore entitled to double the minimum wage during the relevant period.

16 42. The minimum wage provisions of California Labor Code are enforceable by private
17 civil action pursuant to California Labor Code § 1194(a) which states:

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

24 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

26 44. California Labor Code § 1194.2 also provides for the following remedies:

27 In any action under Section 1194 . . . to recover wages because of
28 the payment of a wage less than the minimum wages fixed by an
order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

45. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

46. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

47. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

48. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working “pre-shift” and “post-shift” without compensation by going through security checks, going through COVID screening checks, and donning and doffing uniforms before clocking in and after clocking out. Defendants also failed to pay for on-call or standby time. Specifically, Defendants required Plaintiff to call to see if she was needed at work. Plaintiff then had to report to work and was not paid on-call or standby pay. Upon information and belief, Class members were also required to be on-call and were not compensated for on-call or standby pay. Employees regularly worked over 8 hours on a given day or over 40 hours in a given week without receiving overtime compensation.

49. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that provision of the California Labor Code, Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

50. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

52. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

53. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

54. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied. Employees were also required to take meal periods after working well beyond the five (5) hour shifts. In addition, Defendants had a consistent policy and practice of rounding time entries to reflect scheduled meal period times rather than recording the times meal periods were actually taken, and such rounding was done to the detriment of Employees in that it

1 resulted in timekeeping entries that did not account for all of the hours and minutes actually
2 worked by Employees. What meal periods were provided were also not duty-free due to
3 Defendants' policy and practice of interrupting the meal breaks with work demands and requiring
4 Employees to keep radios and work phones on during meal periods to respond to emergencies and
5 other situations. Furthermore, Employees were regularly required to work for more than 10 hours
6 in a given shift without receiving a second uninterrupted thirty (30) minute meal period as
7 required by law.

8 55. Moreover, Defendants failed to compensate Employees for each meal period not
9 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
10 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
11 employee a meal period in accordance with this section, the employer shall pay the employee one
12 hour of pay at the employee's regular rate of compensation for each workday that the meal period
13 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
14 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
15 and 20 of the applicable IWC Wage Order.

16 56. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
17 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
18 period not provided or deficiently provided, a sum to be proven at trial.

19 **FOURTH CAUSE OF ACTION**

20 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

21 **(Against All Defendants)**

22 57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
25 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
26 not less than ten (10) minutes for each consecutive four (4) hour shift.

27 59. Defendants failed to provide Employees with timely rest breaks of not less than ten
28 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were also

1 not duty-free due to Defendants' policy and practice of interrupting rest breaks with work
2 demands and requiring Employees to keep radios and work phones on during rest breaks to
3 respond to emergencies and other situations.

4 60. Moreover, Defendants failed to compensate Employees for each rest period not
5 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
6 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
7 accordance with this section, the employer shall pay the employee one hour of pay at the
8 employee's regular rate of compensation for each workday that the rest period is not provided.
9 Defendants failed to compensate the Employees in the Class for each rest period not provided or
10 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
11 Order.

12 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
13 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
14 worked without the required rest breaks, a sum to be proven at trial.

15 **FIFTH CAUSE OF ACTION**
16 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
17 **IN VIOLATION OF LABOR CODE § 2802**
18 **(Against All Defendants)**

19 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 63. Under Labor Code § 2802(a), an employer must indemnify its employees for all
22 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
23 of his or her duties, or of his or her obedience to the directions of the employer.

24 64. Employees incurred necessary expenditures in the performance of their job duties
25 for Defendants, including, but not limited to, the cost of mileage when employees drove personal
26 vehicles for work purposes, personal cellphone usage, and COVID tests and protective equipment
27 such as face masks and hand sanitizer which were required by Defendants, all of which were
28 necessary to perform their duties under Defendants' employ. From four (4) years prior to the

1 original filing of this lawsuit and continuing to the present, Defendants consistently failed to
2 reimburse Employees for these necessarily incurred business expenses.

3 65. As a result of the unlawful acts of Defendants, Employees have been deprived of
4 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
5 plus interest and penalties thereon, attorneys' fees, and costs.

6 **SIXTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE § 226(a)**
8 **(Against All Defendants)**

9 66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 67. California Labor Code § 226(a) requires an employer to furnish each of his or her
12 employees with an accurate, itemized statement in writing showing the gross and net earnings,
13 total hours worked, and the corresponding number of hours worked at each hourly rate; these
14 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
15 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
16 statements may be given to the employee separately from the payment of wages; in either case the
17 employer must give the employee these statements twice a month or each time wages are paid.

18 68. Defendants failed to provide Employees with accurate itemized wage statements in
19 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
20 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
21 periods and rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping
22 entries all of which Defendants knew or reasonably should have known were owed to Employees,
23 as alleged hereinabove. Additionally, the wage statements given to Employees, by Defendants,
24 failed to include the above requirements enumerated above. Employees' wage statements did not
25 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
26 forth all applicable hourly rates in effect during the pay period and the corresponding number of
27 hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements
28 provided to Employees were confusing and required Employees to engage in discovery and refer

1 to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation
2 by the Employees.

3 69. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
4 Employees suffered injuries, including among other things confusion over whether they received
5 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
6 forcing them to make mathematical computations to analyze whether the wages paid in fact
7 compensated them correctly for all hours worked.

8 70. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
9 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
10 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
11 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
12 award of costs and reasonable attorneys' fees.

13 71. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
14 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
15 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
16 employee for each pay period.

17 72. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
18 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
19 shown according to proof.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

22 **AND 1174.5**

23 **(Against All Defendants)**

24 73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 74. California Labor Code § 1174 requires that all employers shall keep accurate time
27 and wage records for all employees. California Labor Code § 1174.5 further requires that any
28 employee suffering injury due to a willful violation of the aforementioned obligations may seek

1 damages, including civil penalties, from the employer.

2 75. During the course of Plaintiff's and Employees' employment, Defendants
3 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
4 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
5 overtime, and premium pay as discussed above.

6 76. Accordingly, Defendants are liable for civil penalties pursuant to the California
7 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

8 **EIGHTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 203**
10 **(Against All Defendants)**

11 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 78. Numerous Employees are no longer employed by Defendants; they either quit
14 Defendants' employ or were fired therefrom.

15 79. Defendants failed to pay these Employees all wages due and certain at the time of
16 termination or within seventy-two (72) hours of resignation.

17 80. The wages withheld from these Employees by Defendants remained due and owing
18 for more than thirty (30) days from the date of separation of employment.

19 81. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
20 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
21 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
22 to thirty (30) days from the date they were due.

23 **NINTH CAUSE OF ACTION**
24 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
25 **(Against All Defendants)**

26 82. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 83. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim

1 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
2 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
3 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
4 meaning of Code of Civil Procedure § 1021.5.

5 84. Plaintiff is a “person” within the meaning of Business & Professions Code
6 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
7 relief, restitution, and other appropriate equitable relief.

8 85. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
9 business practices.

10 86. Wage-and-hour laws express fundamental public policies. Paying employees their
11 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
12 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
13 to enforce minimum labor standards, to ensure that employees are not required or permitted to
14 work under substandard and unlawful conditions, and to protect law-abiding employers and their
15 employees from competitors who lower costs to themselves by failing to comply with minimum
16 labor standards.

17 87. Defendants have violated statutes and public policies. Through the conduct alleged
18 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
19 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
20 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
21 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
22 privileges guaranteed to all employees under the law.

23 88. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
24 violation of the Business & Professions Code § 17200 *et seq.*

25 89. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
26 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
27 care should have known that their conduct was unlawful; therefore their conduct violates the
28 Business & Professions Code § 17200 *et seq.*

90. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

91. Unless restrained by this Court, Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

TENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.*

(Against All Defendants)

92. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

93. Plaintiff and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

94. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1199, 2698, 2699, *et seq.*, and 2802.

95. The penalties shall be allocated as follows: 65% to the Labor and Workforce Development Agency (LWDA) and 35% to the affected employee.

96. Employees also seek any and all penalties and remedies set forth in Labor Code § 558, which states:

97. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)

per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

98. Plaintiff has exhausted her administrative remedy by sending a certified letter to the LWDA and Defendants postmarked November 25, 2025. The LWDA has not provided notice of its intent to investigate the alleged violations withing 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
7. For penalties pursuant to Labor Code § 226.3, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

1 10. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

3 11. For compensatory damages in the amount of all previously unreimbursed business
4 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
5 from four (4) years prior to the original filing of this action, as may be proven;

6 12. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

7 13. For an order enjoining Defendants and their agents, servants, and employees, and
8 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
9 duties adumbrated in this Complaint;

10 14. For all general, special, and incidental damages as may be proven;

11 15. For an award of pre-judgment and post-judgment interest;

12 16. For an award providing for the payment of the costs of this suit;

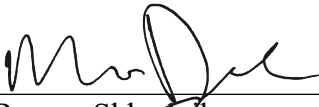
13 17. For an award of attorneys' fees; and

14 18. For such other and further relief as this Court may deem proper and just.

15
16 DATED: January 29, 2026

D.LAW, INC.

17
18 By



Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
JENNIFER LEIVA PADILLA
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: January 29, 2026

D.LAW, INC.

By



Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
JENNIFER LEIVA PADILLA
and the putative class

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

On the date of execution of hereof, I caused to be served the following attached document/s:

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendants WARNER BROS. STUDIO OPERATIONS, a division of WB STUDIO ENTERPRISES INC.; WARNER BROS. DISCOVERY, INC.; WARNER MEDIA, LLC; and WARNER BROS. STUDIO FACILITIES

Stephen A. Rossi (SBN 282205)
Matthew J. Mardesich (SBN 335099)
MITCHELL SILBERBERG & KNUPP LLP
2049 Century Park East. 18th Floor
Los Angeles, CA 90067-3120
Emails: sar@msk.com
mjm@msk.com
using the following service method(s):

X VIA ELECTRONIC MAIL: Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

X VIA MAIL: I caused the document(s) to be served to be deposited at: 450 North Brand Boulevard, Suite 840, Glendale, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on January 29, 2026, at Glendale, California.


Katheryn Perez