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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Madrid, Deputy Clerk

Attorneys for Plaintiff,
ASHLEY MADISON JOHNSON, individually and on behalf of other aggrieved employees.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – GLENDALE COURTHOUSE**

ASHLEY MADISON JOHNSON,
individually and on behalf of other aggrieved
employees.

Plaintiff,

vs.

ICONIC ENTERTAINMENT
MANAGEMENT INC. and DOES 1 through
100, inclusive,

Defendants.

CASE NO. **23GDCV01681**
[Unlimited Civil Jurisdiction]

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ:**

1. Private Attorney General's Act Violation
Cal. Lab. C. § 2698, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, ASHLEY MADISON JOHNSON on behalf of the people of the State of California and as "aggrieved employees" acting as private attorney generals under the Labor Code Private Attorney General Act of 2004, § 2699, et seq. ("PAGA") only, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PARTIES

1. Plaintiff ASHLEY MADISON JOHNSON ("Plaintiff") at all times relevant to this action, resided in Orange County, California.
2. Plaintiff is informed and believes, and thereon alleges that Defendant ICONIC ENTERTAINMENT MANAGEMENT INC. ("Defendant") is a California corporation with its principal place of business in Los Angeles County, California.

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3. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 100, inclusive, and for that reason sues said Defendants, and each of them, by such fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the Defendants Does 1 through 100, inclusive, is and was in some manner responsible for, participated in, or contributed to the matters and things of which Plaintiff complains herein, and in some fashion has legal responsibility, therefore. When Plaintiff ascertains the names and capacities of the fictitiously named Defendants Does 1 through 100, inclusive, Plaintiff will seek leave to amend this Complaint to set forth such facts.

4. Plaintiff is informed, believes, and there upon alleges that each Defendants is, and at all times relevant herein was, the agent of his, her, or its co-Defendants, and in committing the acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with the knowledge, permission, and consent of his, her, or its co-Defendants.

5. Defendants, jointly and severally, employed Plaintiff and other Aggrieved Employees as an hourly-paid, nonexempt employees in the State of California. Defendants had the authority to hire and terminate Plaintiff and other Aggrieved Employees, to set work rules and conditions governing Plaintiff's and other Aggrieved Employees' employment, and to supervise Plaintiff's and other Aggrieved Employees' daily employment activities. Defendants directly hired and paid wages and benefits to Plaintiff and other Aggrieved Employees. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and other Aggrieved Employees' employment for them to be a joint employer.

6. Defendant and DOES 1 through 100, shall collectively be referred to in this Complaint as “Defendants” when applicable.

JURISDICTION & VENUE

7. This action is brought pursuant to the California Private Attorneys General Act (“PAGA”), California *Labor Code* sections 2698, *et seq.* The penalties recoverable by Plaintiff do not exceed \$75,000.00 and collectively amongst all aggrieved employees do not exceed \$5,000,000.00.

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8. This Court has jurisdiction over this action and the matters alleged herein pursuant to the grant of original jurisdiction set forth in Article VI, Section 10 of the California Constitution. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. Additionally, this Court has jurisdiction over Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by this Court consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this Court because, upon information and belief, the named Defendants reside, transact business, and/or have offices in this county, and/or the acts or omissions alleged herein took place in this county.

GENERAL ALLEGATIONS

11. Plaintiff is informed and believes, and thereon alleges, that Defendant is engaged in the business of event management. Defendant's operations facility is located in Glendale, county of Los Angeles, California. Defendant employed Plaintiff as non-exempt hourly paid security guard beginning in or around November 2019.

12. Throughout Plaintiff's employment, Defendant failed to properly compute, compile, account for and pay Plaintiff and other Aggrieved Employees because, among other reasons:

a. **Misclassification as Independent Contractor.** Plaintiff was an employee of Defendant, as defined by California *Labor Code* §350(b). However, Defendant knowingly and intentionally misclassified Plaintiff and other aggrieved employees as “Independent Contractors” because, in so doing, Defendant was able to lower its cost of doing business by means of, but not limited to, the following: (1) Defendant did not report or pay the employer’s share of federal or state payroll taxes with respect to any of the funds paid to Plaintiff or other aggrieved employees, as required by required by federal and state law; (2) Defendant did not provide or pay for Workers’ Compensation insurance for Plaintiff or other aggrieved employees; (3) Defendant did not provide or pay for State Disability insurance for Plaintiff or other aggrieved employees; and (4)

Defendants did not provide or pay for benefits to Plaintiff employees should receive, such as paid sick leave and other benefits.

- b. **Failure to Pay all Wages.** Defendant failed to pay all wages (including minimum and overtime wages) to Plaintiff and other aggrieved employees in violation of Labor Code Sections 246, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Order when Defendant failed to properly compute, compile, account for and pay Plaintiff and other aggrieved employees for the hours they worked. More specifically, Defendant (i) implemented a uniform and unlawful policy of requiring, pressuring and compelling Plaintiff and other aggrieved employees to manually record on handwritten timesheets and/or sign pre-printed timesheets reflecting their shift schedule instead of all hours actually worked; (ii) pressuring the Plaintiff and other aggrieved employees to work off-the-clock due to the demands of the job; and (iii) by failing to record and compensate all hours worked by Plaintiff and other aggrieved employees at their appropriate rates of pay. Plaintiff and others regularly worked in excess of eight (8) hours in a week or forty (40) hours in a week and on the seventh consecutive day of the week without receiving mandatory overtime pay.
- c. **Meal Periods.** Defendant failed to pay premium wages to Plaintiff and other aggrieved employees who were denied proper meal periods, in violation of Labor Code Sections 226.7, 512, 558, and the applicable IWC Wage Order. Defendants auto-deducted time for meal periods, whether or not the employee actually took meal breaks. Plaintiff and other aggrieved employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 5 hours, or a second, proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded 10 hours but were not paid premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted meal period.
- d. **Rest Periods.** Defendant failed to pay premium wages to Plaintiff and other aggrieved employees who were denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the applicable IWC Wage Order. Plaintiff and other aggrieved

1 employees were routinely unable, and not authorized, to take 10-minute uninterrupted
2 rest periods for every 4 hours worked or major fraction thereof but were not paid
3 premium wages of one-hour at their regular rate of pay for each missed, short, or
4 interrupted rest period.

5 e. **No or Inaccurate Wage Statements.** Defendant failed to issue Plaintiff and other
6 aggrieved employees wage statements that fully and accurately itemized the
7 requirements set forth in Labor Code Section 226(a), in violation of Labor Code
8 Section 226 and 226.3. As a result of the violations described above, Plaintiff and other
9 aggrieved employees received wage statements that failed to accurately state all
10 applicable hourly rates in effect during the pay period and the corresponding number
11 of hours worked at each hourly rate by the employee. The wage statements received
12 also did not accurately reflect the hours worked due to certain shifts falling in between
13 multiple wage statements.

14 f. **Failure to Timely Pay Wages.** Defendant further failed to pay Plaintiff and other
15 aggrieved employees all wages due at throughout their employment and at the
16 separation of their employment based on the time frames required by Labor Code
17 Sections 201-204 and 210 as a result of the violations described above

18 13. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive certain
20 wages for overtime compensation and that they were not receiving wages for overtime compensation.

21 14. Defendants' conduct described herein was undertaken, authorized, and/or ratified
22 Defendants' officers, directors and/or managing agents who were authorized and empowered to make
23 decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said
24 managing agents and individuals was therefore undertaken on behalf of Defendants who further had
25 advanced knowledge of the actions and conduct of said individuals whose actions and conduct were
26 ratified, authorized, and approved by managing agents whose precise identities are unknown to
27 Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20,
28 inclusive.

15. All of the conduct and violations alleged herein occurred during the PAGA Period. To the extent that any of the conduct and violations alleged herein did not affect Plaintiff during the PAGA Period, Plaintiff seek penalties for those violations that affected other Aggrieved Employees pursuant to *Johnson v. Maxim Healthcare Services, Inc.* (2021) 66 Cal.App.5th 924, and *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504.

FIRST CAUSE OF ACTION

California Private Attorneys General Act, Labor Code § 2699, et seq.

(Against all Defendants)

26. Plaintiff refers to and incorporates herein by reference all of the above paragraphs as though fully set forth herein.

27. Under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698-2699.5, an aggrieved employee, on behalf of himself or herself and other current or former employees, may recover penalties under any provision of the Cal. Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Cal. Labor Code.

28. Plaintiff and the other hourly-paid or non-exempt employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

29. The penalties and other remedies sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. It is believed that the total sum owed to Plaintiff and other Aggrieved Employees alleged herein is less than \$5,000,000.00, based upon the anticipated number of Aggrieved Employees and the amount in controversy for each member of the Aggrieved Employees.

30. Defendant has committed numerous violations for which the Labor Code provides for penalties, including violations of Cal. Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 226.8, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198, 2800, 2802, 3550 – 3553, 3700.5.

31. On or about May 23, 2023, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

1 Sixty-five days have passed since the postmark date of the written notice to the LWDA, and Plaintiff
2 has not received notification from the LWDA that it intends to investigate the alleged violations.
3 Accordingly, Plaintiff has exhausted administrative remedies as required by Cal. Labor Code § 2699.3.

4 32. As a direct result of Defendant's conduct as described, Plaintiff is entitled to recover,
5 on her own behalf and on behalf of others similarly situated, the maximum civil penalties permitted
6 by the Private Attorneys General Act.

7 33. Defendant's conduct of violating the California Labor Code constitutes violations of
8 the PAGA. Therefore, Plaintiff requests penalties against Defendant under the provisions of PAGA
9 section 2699(f).

10 34. The proper measure of damages and penalties under the PAGA is all Aggrieved
11 Employees, whether a party to this action or not. Further, this claim needs no certification to proceed
12 with class-wide recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 970-975.

13 35. Further, as a direct and proximate result of the conduct of Defendant, as set forth above,
14 Plaintiffs were forced to incur substantial attorney's fees and costs which are recoverable under
15 California Labor Code Section 2699(g)(1).

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PRAYER

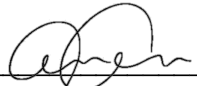
WHEREFORE, Plaintiff, individually, and on behalf of aggrieved employees, pray for an award and judgment against Defendants, jointly and severally, as follows:

1. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code § 2699;
2. For an award of reasonable attorneys' fees and costs on the applicable causes of action pursuant to California Labor Code §§ 2699 and California Civil Code 1021.5 and any other applicable provisions providing for attorneys' fees and costs;
3. For costs of suit incurred; and
4. For such other and further relief as the Court may deem just and appropriate.

DATED: August 9, 2023,

STARPOINT, LC

By: _____


AIDINGHAVIMI, ESQ.

ILANA FINE, ESQ.

Attorneys for Plaintiff,

ASHLEY MADISON JOHNSON

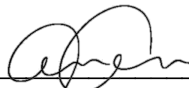
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: August 9, 2023,

STARPOINT, LC

By: 
AIDIN GHAVIMI, ESQ.
ILANA FINE, ESQ.
Attorneys for Plaintiff,
ASHLEY MADISON JOHNSON