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Attorneys for Defendant Netflix Productions, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FARZAD AZIMA, individually and on behalf of other persons similarly situated; **ADAM DE LEON**, individually, on behalf of other persons similarly situated, and in his representative capacity,

Plaintiffs,

vs.

NETFLIX PRODUCTIONS, LLC, a foreign limited liability company; and **DOES 1 through 50**, inclusive,

Defendants.

CASE NO: 23STCV03337
Related Case: 23STCV03378

[Assigned for all purposes to The Hon. David S. Cunningham, Dept. 11]

JOINT STIPULATION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT; [~~PROPOSED~~] ORDER

Complaint Filed: February 15, 2023
Trial Date: None Set

Plaintiffs Farzad Azima and Adam De Leon (collectively, "Plaintiffs") and Defendant Netflix Productions, LLC ("Defendant") (collectively, "the Parties"), by and through their undersigned counsel, hereby enter into the following stipulation with reference to the following facts:

WHEREAS, Section 2.2 of the Parties' executed Class Action and PAGA Settlement Agreement and Class Notice provides that, as part of the settlement, Plaintiff Azima will file a Second Amended Complaint ("SAC") against Defendant to add a claim for failure to reimburse expenses;

NOW THEREFORE, based on the foregoing facts, IT IS HEREBY STIPULATED, by and between the Parties, through their attorneys of record as follows:

Plaintiffs shall be granted leave to file the SAC. True and correct copies of the proposed Second Amended Complaint, in redline and clean form, are attached hereto as Exhibit A and Exhibit B, respectively.

IT IS SO STIPULATED.

DATED: April 7, 2025

Respectfully submitted,

MITCHELL SILBERBERG & KNUPP LLP
STEPHEN A. ROSSI

By: /s/ Stephen Rossi
Stephen A. Rossi
Attorneys for Netflix Productions, LLC

DATED: April 7, 2025

KIM LEGAL, APC

By: Frank Kim
Frank Kim
Attorneys for Plaintiffs Farzad Azima and Adam DeLeon

~~[PROPOSED]~~ ORDER

Pursuant to the Parties' stipulation and for good cause shown, IT IS HEREBY ORDERED that:

1. Plaintiff Farzad Azima is hereby granted leave to file the Second Amended Complaint, a true and correct copy of which is attached as Exhibit B to the Parties' stipulation.

IT IS SO ORDERED.

Dated: 05/14/2025

David S. Cunningham III

Hon. David S. Cunningham III
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. My business address is: 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010.

On May 6, 2025, I served true copies of the following document(s) described as: **JOINT STIPULATION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT; [PROPOSED] ORDER** on the interested parties in this action as follows:

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Attorneys for Defendants
Netflix Productions, LLC

[x] **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s) to be uploaded via Case Anywhere per the Court's Order Authorizing Electronic Service.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 6, 2025, at Los Angeles, California.

/s/ Kimberly Bentley
Kimberly Bentley

EXHIBIT A

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Attorneys for Plaintiffs Farzad Azima and Adam De Leon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FARZAD AZIMA, individually and on behalf of other persons similarly situated; **ADAM DE LEON**, individually, on behalf of other persons similarly situated, and in his representative capacity,

Plaintiffs,

vs.

NETFLIX PRODUCTIONS, LLC, a foreign limited liability company; and **DOES 1 through 50**, inclusive**,**

Defendants.

Case No.: 23STCV03337
(Related Case No: 23STCV03378)
[Assigned for all purposes to Hon. David S. Cunningham, Dept. 11]

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SECOND AMENDED COMPLAINT

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

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Complaint Filed: February 15, 2023
Trial Date: None Set

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Plaintiff Farzad Azima ("Azima") on behalf of himself, and all others similarly situated, and Plaintiff Adam De Leon ("De Leon"), on behalf of himself, all others similarly situated, and in his representative capacity (together, "Plaintiffs") complain and allege as follows:

INTRODUCTION

1. This is a class action lawsuit brought on behalf of Plaintiffs and other similarly situated persons who work or worked as non-union background talent for Defendant Netflix Productions, LLC, who, in addition to their base hourly rate, earned other forms of compensation not excludable under California law when calculating an employee's regular rate. Plaintiffs' claims for overtime and meal and rest period violations, inaccurate wage statement penalties, waiting time penalties, and unfair competition arise from Defendants' failure to factor these forms of non-discretionary remuneration into the calculation of the regular rate of pay for the payment of overtime (and double time) and the calculation of the regular rate of compensation for the payment of break premiums under Labor Code § 226.7 and 512. Pursuant to Code of Civil Procedure § 382, Plaintiffs seek class-wide remedies for underpayment of premium wages for meal and rest period violations, underpayment of overtime wages, waiting time penalties in the form of continuation wages for failure to timely pay employees all wages, inaccurate wage statement penalties, equitable relief, reasonable attorneys' fees and costs.

2. Plaintiff De Leon, as proxy for the State of California, also brings this action pursuant to the California Private Attorneys General Act, Labor Code sections 2698 et seq. ("PAGA") to recover civil penalties (75% payable to the Labor Workforce Development Agency and 25% payable to aggrieved employees). Plaintiff De Leon seeks to represent all aggrieved employees who suffered one or more violations of the applicable Labor Code.

JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident in the State of California and Defendants are qualified to do business in and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

4. This Court has jurisdiction over this action under Article 6 of the California

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Constitution and California Code of Civil Procedure § 410.10.

5. This Court has jurisdiction over Plaintiff De Leon's claims for civil penalties pursuant to PAGA.

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

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

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

PARTIES

9. Plaintiff Farzad Azima is a resident of Los Angeles County, California. Plaintiff was employed by Defendants as a non-exempt non-union background actor in Los Angeles, California, on February 8, 2020.

10. Plaintiff Adam De Leon is a resident of Los Angeles County, California. Plaintiff was employed by Defendants as a non-exempt non-union background actor in Los Angeles, California, on June 27, 2022 and June 29, 2022.

11. Plaintiff Azima appears in this action on behalf of himself and on behalf of all others similarly situated.

12. During Plaintiffs employment, Plaintiffs often worked more than 8 hours per day and as much as 13.2 hours per day. In addition, Plaintiffs and other similarly situated hourly employees received various forms of non-discretionary incentive pay, including but not limited to shift differentials or lump sum payments for wet work, smoke work, hair premiums, body

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make-up premiums, wardrobe allowances, night premiums, among other things, that are not excludable under California law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay").

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

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

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

16. All of the acts and failures to act alleged herein were duly performed by and were attributable to all Defendants, each acting as a joint employer, successor, agent, employee, or under the direction and control of the others, except as specifically alleged otherwise. Said acts and failures to act were within the scope of such agency and/or employment, and each Defendant participated in, approved and/or ratified the unlawful acts and omissions by the other Defendants complained of herein. Whenever and wherever reference is made in this Complaint to any act by a Defendant or Defendants, such allegations and reference shall also be deemed to mean the acts and failures to act of each Defendant acting individually, jointly and/or severally.

17. Plaintiffs make the allegations in this complaint without any admission that, as to any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading, and Plaintiffs reserve all of Plaintiffs' rights to plead in the alternative.

18. Defendants Netflix Productions, LLC and DOES 1-50 are collectively referred to

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herein as “Defendants”.

GENERAL FACTUAL ALLEGATIONS

19. **Facts Related to Defendants’ Calculation of Overtime Wages:** On February 8, 2020, Defendants employed Plaintiff Azima as a non-union background actor to appear in the movie, “The Prom.” Defendants paid Azima a base hourly rate of $14.25 per hour. Azima worked at least eleven and one-half (11.5) hours that day with no meal or rest break as required under California law.

20. Because Plaintiff Azima worked at least eleven (11.5) hours, Defendants paid Azima two (2) hours of overtime at one and one-half times his base hourly rate (or $21.37/hour) and one and one-half (1.5) hours of double time at twice his base hourly rate (or $28.50/hour).

21. Azima also earned and was paid an additional $5 for performing work that involved smoke (referred to on his wage statement or voucher as “OTHER”. The $5 payment was non-discretionary because it was not paid at Defendants’ sole discretion, and, as such, was required to be factored into the calculation of Azima’s regular rate of pay for the payment of his overtime and double time wages and into the calculation of Azima’s regular rate of compensation for the payment of his meal period premium.

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

23. Plaintiff Azima was also required to communicate with Defendants on their personal device prior to the shoot date to receive instructions about the shoot.

24. On June 27, 2022, Defendants employed Plaintiff De Leon as a non-union background actor to appear in the show, “The Brothers Sun.” Defendants paid De Leon a base hourly rate of $15.00 per hour. De Leon worked at least thirteen (13) hours that day with no meal or rest break as required under California law.

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25. Because Plaintiff De Leon worked at least thirteen (13) hours, Defendants paid De Leon two (2) hours of overtime at one and one-half times his base hourly rate (or $23.44/hour) and 3.2 hours of double time at twice his base hourly rate (or $31.25/hour).

26. De Leon also earned and was paid an additional $5 for performing work that involved smoke (referred to on his wage statement or voucher as "SMOKE". The $5 payment was non-discretionary because it was not paid at Defendants' sole discretion, and, as such, was required to be factored into the calculation of De Leon's regular rate of pay for the payment of his overtime and double time wages and into the calculation of De Leon's regular rate of compensation for the payment of his meal period premium.

27. Despite Defendants' payment of the non-discretionary "SMOKE" payment to De Leon and other aggrieved employees, Defendants failed to include the payment when calculating De Leon's and other aggrieved employees regular rate of pay, thereby causing them to be underpaid all of their required overtime and double time wages. Instead, Defendant paid De Leon one and one-half times his base rate, which was not equal to one and one-half times the applicable regular rate.

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

29. Plaintiff De Leon was also required to communicate with Defendants on their personal device prior to the shoot date to receive instructions about the shoot.

30. **Facts Related to Defendants' Calculation of Meal and Rest Period Premiums:** Section 11 of the applicable Wage Orders provides: "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 workday that the meal period is not provided." See, e.g., Wage Order 12-2001(11)(C), (12)(B) (same re rest periods) (emphasis added); see also Labor Code § 226.7(c) ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, …, the employer shall pay the employee one additional hour of pay at the employee's ***regular rate of***

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compensation for each work day that the meal or rest period is not provided." (Emphasis added).

31. During the relevant period, Defendants were required to pay premium wages to Plaintiffs, aggrieved employees, and other members of the Meal and Break Premium Class for violations of the California's meal and rest break laws. For example, because Plaintiff Azima experienced a meal period violation on February 8, 2020, due to Defendants' failure to provide him with a compliant meal period, Defendants were required to factor the $5 "OTHER" payment into the calculation of Azima's regular rate of compensation for the payment of his meal period premium.

32. Plaintiff De Leon experienced meal period violations on June 27, 2023 and June 29, 2023, due to Defendants' failure to provide him with a compliant meal period, Defendants were required to factor the $5 "SMOKE" payment into the calculation of De Leon's regular rate of compensation for the payment of his meal period premium.

33. However, Defendants failed to pay Plaintiffs, aggrieved employees, and other members of the Meal and Break Premium Class one hour of pay for violations of the meal and rest period requirements, including in periods when the employee earned Incentive Pay required to be factored into an employee's regular rate of compensation.

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

CLASS DEFINITIONS AND CLASS ALLEGATIONS

35. Plaintiffs bring this action on behalf of themselves , on behalf of all others similarly situated, and as a member of Classes defined as follows:

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

b. Meal and Break Premium Class: All current and former non-exempt non-

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union employees of Defendants employed as background talent in California to whom Defendants paid premium pay pursuant to Labor Code section 226.7 or Sections 11 or 12 of the applicable Wage Orders on the same work day that Defendants paid them Incentive Pay (as defined above) during the four years preceding the filing of the Complaint through the date Notice is mailed to the members of this Class.

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

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

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

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

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

(a) Whether Defendants' failure to factor non-discretionary remuneration, such as shift differentials and other forms of compensation paid to class

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members, into the payment of overtime wages violated Labor Code § 510 and the applicable IWC Wage Orders;

(b) Whether Defendants' failure to factor non-discretionary remuneration, such as shift differentials and other forms of compensation paid to class members, into the payment of premium wages for break violations violated Labor Code § 226.7(c) and the applicable IWC Wage Orders;

(c) Whether Defendants failed to provide class members who ceased employment with Defendants all wages owed at the time of the cessation of the employee-employer relationship;

(d) Whether Defendants committed unlawful business practices or acts within the meaning of Business & Professions Code Sects. 17200 et seq.;

(e) Whether, as a consequence of Defendants' unlawful conduct, the members of the Classes are entitled to restitution, and/or equitable relief;

(f) Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and the class members as a whole.

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

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

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

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

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL PREMIUMS FOR MEAL AND REST PERIOD VIOLATIONS

(By Plaintiffs and the Meal and Break Premium Class against Defendants)

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

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

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

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

46. When Defendants failed to allow Plaintiffs and other members of the Meal and Break Premium Class to take their meal and/or rest periods in accordance with Labor Code Section 226.7 and Wage Order 12, Defendants maintained a policy or practice of paying break premiums at amounts that only included "base hourly wages" and did not factor in Incentive Pay earned for an hour's work owed to members of the Meal and Break Premium Class as required

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by Labor Code Section 226.7 and Wage Order 12.

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

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

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

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(Cal. Labor Code §§ 510, 1194)

(By Plaintiffs and the Overtime Class against Defendants)

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

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

52. Plaintiffs are informed and believes, and based thereon, alleges that Defendants

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regularly and systematically, as a policy and practice, miscalculated the overtime and double time rates of pay by failing to properly include the various forms of Incentive Pay paid to Plaintiffs and members of the Overtime Class, such as the $5 “OTHER” and payment paid to Plaintiff Azima and others on February 8, 2020 and the $5 “SMOKE” payment paid to Plaintiff De Leon on June 27, 2022, which are not statutory exclusions when calculating an employee’s regular rate of pay. Rather, Plaintiffs and members of the Overtime Class were only paid one and one-half times their base rate, which was not equal to the regular rate, as Defendants failed to include the various forms of Incentive Pay earned during corresponding periods that were required to be included in the regular rate, but were not.

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

54. As a result of the unlawful acts of Defendants, Plaintiffs and the members of the Overtime Class have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys’ fees, and costs.

THIRD CAUSE OF ACTION

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

(Cal. Labor Code §§ 201.5, 203)

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

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

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

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

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

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

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

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

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

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

64. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other members of the Waiting Time Penalty Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code Section 203, reasonable attorney's fees and costs of suit.

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Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiffs and other members of the Waiting Time Penalty Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid continuation wages.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code § 226)

(By Plaintiffs and the Wage Statement Class against Defendants)

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

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

67. Labor Code § 226(e)(2)(B)(iii) provides: "An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6) and (9) of subdivision (a) … (iii) The name and address of the employer…."

68. Throughout the period applicable to this cause of action, Defendants knowingly

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and intentionally failed to furnish, and continue to knowingly and intentionally fail to furnish, to Plaintiffs and other members of the Wage Statement Class, itemized statements accurately showing the required information, including but not limited to all wages earned and correct applicable hourly rates of pay.

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

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

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

FIFTH CAUSE OF ACTION

Failure to Indemnify Employees for Expenditures

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

72. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the paragraphs above in this Complaint.

73. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

74. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

75. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit

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pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

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SIXTH CAUSE OF ACTION

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

(UNFAIR COMPETITION)

(By Plaintiffs and the Classes against Defendants)

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

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

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

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

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

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

82. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and other members of the Waiting Time Penalty Class the full amount of their

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

83. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to its unlawful and unfair business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations under the Labor Code.

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

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

SEVENTH CAUSE OF ACTION

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Civil Penalties Under PAGA

(By Plaintiff De Leon, Aggrieved Employees and the State of California against Defendants)

86. Plaintiff De Leon realleges and incorporates by reference all of the foregoing paragraphs, as though they are set forth in full.

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

88. Defendants' conduct as described herein, arising from Defendants' failure to pay

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overtime premiums at the correct regular rate of pay, failure to pay rest and meal break premiums at the correct regular rate of compensation, failure to provide accurate wage statements, and failure to timely pay all wages upon cessation of employment constitute violations of Labor Code Sections 201-204, 210, 223, 225.5, 226, 226.3, 246, 226.7, 248.5, 510, 512, , 558, 1197, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and the applicable Wage Orders, including, Subsections 3, 11 and 12 of Wage Order 12-2001.

89. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

90. Plaintiff De Leon has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated May 15, 2023, Plaintiff De Leon gave written notice to the Labor and Workforce Development Agency ("LWDA") via its online filing system and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. To date, more than 65 days after the postmark date of May 15, 2023, the LWDA has not advised Plaintiff De Leon that it intends to investigate Plaintiff De Leon's allegations.

91. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff De Leon and other Aggrieved Employees are entitled to civil penalties for Defendants' violations of the Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, including Wage Order 12-2001, in the amount of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be distributed to the LWDA, and 25% shall be distributed to the aggrieved employees.

92. Pursuant to Labor Code Section 2699(g), Plaintiff De Leon is entitled to an award of reasonable attorney's fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated, prays

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for relief and judgment against Defendants as follows:

CLASS CERTIFICATION:

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

ON THE FIRST CAUSE OF ACTION:

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

ON THE SECOND CAUSE OF ACTION:

1. Damages for underpaid overtime wages;
2. Prejudgment interest;

ON THE THIRD CAUSE OF ACTION:

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

ON THE FOURTH CAUSE OF ACTION:

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

ON THE FIFTH CAUSE OF ACTION:

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;
2. For unpaid wages or unreimbursed business expenses as may be appropriate;
3. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
4. For reasonable attorneys' fees and for costs of suit incurred herein; and,

ON THE SIXTH CAUSE OF ACTION:

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1. Restitution of all underpayment of overtime wages by Defendants to Plaintiff and members of the Overtime Class;
2. Restitution of all underpayment of premium wages by Defendants to Plaintiff and members of the Meal and Break Premium Class;
3. Prejudgment interest;

ON THE SEVENTH CAUSE OF ACTION:

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

ON ALL CAUSES OF ACTION:

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

DATED: July 27, 2023 **KIM LEGAL, APC**

By: */s/ Frank H. Kim*
Frank H. Kim, Esq.
Attorneys for Plaintiffs

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PROOF OF SERVICE
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010.

On May 6, 2025, I served all interested parties in this action the following documents described as: **SECOND AMENDED COMPLAINT** on the interested parties below as follows:

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Attorneys for Defendant
Netflix Productions, LLC

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Attorneys for Plaintiff

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be uploaded on Case Anywhere to the parties identified above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 6, 2025, at Los Angeles, California.

/s/ Frank H. Kim
Frank H. Kim

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EXHIBIT B

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Attorneys for Plaintiffs Farzad Azima and Adam De Leon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FARZAD AZIMA, individually and on behalf of other persons similarly situated; **ADAM DE LEON**, individually, on behalf of other persons similarly situated, and in his representative capacity, Plaintiffs, vs. **NETFLIX PRODUCTIONS, LLC**, a foreign limited liability company; and **DOES 1 through 50**, inclusive, Defendants.	**Case No.: 23STCV03337** (Related Case No: 23STCV03378) [Assigned for all purposes to Hon. David S. Cunningham, Dept. 11] **SECOND AMENDED COMPLAINT** (1) Failure to Pay All Premium Wages (2) Failure to Pay All Overtime Wages (3) Failure to Pay All Wages Due and Owing On Separation; (4) Failure to Provide Accurate Wage Statements; (5) Failure to Indemnify Employees for Expenditures (6) Unlawful Business Practices [Cal. Bus. & Prof. Code §§ 17200] (7) Penalties Pursuant to Private Attorneys General Act of 2004 Complaint Filed: February 15, 2023 Trial Date: None Set

Plaintiff Farzad Azima ("Azima") on behalf of himself, and all others similarly situated, and Plaintiff Adam De Leon ("De Leon"), on behalf of himself, all others similarly situated, and in his representative capacity (together, "Plaintiffs") complain and allege as follows:

INTRODUCTION

1. This is a class action lawsuit brought on behalf of Plaintiffs and other similarly situated persons who work or worked as non-union background talent for Defendant Netflix Productions, LLC, who, in addition to their base hourly rate, earned other forms of compensation not excludable under California law when calculating an employee's regular rate. Plaintiffs' claims for overtime and meal and rest period violations, inaccurate wage statement penalties, waiting time penalties, and unfair competition arise from Defendants' failure to factor these forms of non-discretionary remuneration into the calculation of the regular rate of pay for the payment of overtime (and double time) and the calculation of the regular rate of compensation for the payment of break premiums under Labor Code § 226.7 and 512. Pursuant to Code of Civil Procedure § 382, Plaintiffs seek class-wide remedies for underpayment of premium wages for meal and rest period violations, underpayment of overtime wages, waiting time penalties in the form of continuation wages for failure to timely pay employees all wages, inaccurate wage statement penalties, equitable relief, reasonable attorneys' fees and costs.

2. Plaintiff De Leon, as proxy for the State of California, also brings this action pursuant to the California Private Attorneys General Act, Labor Code sections 2698 et seq. ("PAGA") to recover civil penalties (75% payable to the Labor Workforce Development Agency and 25% payable to aggrieved employees). Plaintiff De Leon seeks to represent all aggrieved employees who suffered one or more violations of the applicable Labor Code.

JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident in the State of California and Defendants are qualified to do business in and regularly conduct business in California. Further, no federal question is at issue because the claims are based solely on California law.

4. This Court has jurisdiction over this action under Article 6 of the California

Constitution and California Code of Civil Procedure § 410.10.

5. This Court has jurisdiction over Plaintiff De Leon's claims for civil penalties pursuant to PAGA.

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

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

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

PARTIES

9. Plaintiff Farzad Azima is a resident of Los Angeles County, California. Plaintiff was employed by Defendants as a non-exempt non-union background actor in Los Angeles, California, on February 8, 2020.

10. Plaintiff Adam De Leon is a resident of Los Angeles County, California. Plaintiff was employed by Defendants as a non-exempt non-union background actor in Los Angeles, California, on June 27, 2022 and June 29, 2022.

11. Plaintiff Azima appears in this action on behalf of himself and on behalf of all others similarly situated.

12. During Plaintiffs employment, Plaintiffs often worked more than 8 hours per day and as much as 13.2 hours per day. In addition, Plaintiffs and other similarly situated hourly employees received various forms of non-discretionary incentive pay, including but not limited to shift differentials or lump sum payments for wet work, smoke work, hair premiums, body

make-up premiums, wardrobe allowances, night premiums, among other things, that are not excludable under California law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay").

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

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

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

16. All of the acts and failures to act alleged herein were duly performed by and were attributable to all Defendants, each acting as a joint employer, successor, agent, employee, or under the direction and control of the others, except as specifically alleged otherwise. Said acts and failures to act were within the scope of such agency and/or employment, and each Defendant participated in, approved and/or ratified the unlawful acts and omissions by the other Defendants complained of herein. Whenever and wherever reference is made in this Complaint to any act by a Defendant or Defendants, such allegations and reference shall also be deemed to mean the acts and failures to act of each Defendant acting individually, jointly and/or severally.

17. Plaintiffs make the allegations in this complaint without any admission that, as to any particular allegation, Plaintiffs bear the burden of pleading, proving, or persuading, and Plaintiffs reserve all of Plaintiffs' rights to plead in the alternative.

18. Defendants Netflix Productions, LLC and DOES 1-50 are collectively referred to

herein as "Defendants".

GENERAL FACTUAL ALLEGATIONS

19. **Facts Related to Defendants' Calculation of Overtime Wages:** On February 8, 2020, Defendants employed Plaintiff Azima as a non-union background actor to appear in the movie, "The Prom." Defendants paid Azima a base hourly rate of $14.25 per hour. Azima worked at least eleven and one-half (11.5) hours that day with no meal or rest break as required under California law.

20. Because Plaintiff Azima worked at least eleven (11.5) hours, Defendants paid Azima two (2) hours of overtime at one and one-half times his base hourly rate (or $21.37/hour) and one and one-half (1.5) hours of double time at twice his base hourly rate (or $28.50/hour).

21. Azima also earned and was paid an additional $5 for performing work that involved smoke (referred to on his wage statement or voucher as "OTHER". The $5 payment was non-discretionary because it was not paid at Defendants' sole discretion, and, as such, was required to be factored into the calculation of Azima's regular rate of pay for the payment of his overtime and double time wages and into the calculation of Azima's regular rate of compensation for the payment of his meal period premium.

22. Despite Defendants' payment of the non-discretionary "OTHER" payment to Azima, and other similarly situated hourly employees, Defendants failed to include the payment when calculating Azima's and other similarly situated persons' regular rate of pay, thereby causing them to be underpaid all of their required overtime and double time wages. Instead, Defendant paid Azima one and one-half times his base rate, which was not equal to one and one-half times the applicable regular rate.

23. Plaintiff Azima was also required to communicate with Defendants on their personal device prior to the shoot date to receive instructions about the shoot.

24. On June 27, 2022, Defendants employed Plaintiff De Leon as a non-union background actor to appear in the show, "The Brothers Sun." Defendants paid De Leon a base hourly rate of $15.00 per hour. De Leon worked at least thirteen (13) hours that day with no meal or rest break as required under California law.

25. Because Plaintiff De Leon worked at least thirteen (13) hours, Defendants paid De Leon two (2) hours of overtime at one and one-half times his base hourly rate (or $23.44/hour) and 3.2 hours of double time at twice his base hourly rate (or $31.25/hour).

26. De Leon also earned and was paid an additional $5 for performing work that involved smoke (referred to on his wage statement or voucher as "SMOKE". The $5 payment was non-discretionary because it was not paid at Defendants' sole discretion, and, as such, was required to be factored into the calculation of De Leon's regular rate of pay for the payment of his overtime and double time wages and into the calculation of De Leon's regular rate of compensation for the payment of his meal period premium.

27. Despite Defendants' payment of the non-discretionary "SMOKE" payment to De Leon and other aggrieved employees, Defendants failed to include the payment when calculating De Leon's and other aggrieved employees regular rate of pay, thereby causing them to be underpaid all of their required overtime and double time wages. Instead, Defendant paid De Leon one and one-half times his base rate, which was not equal to one and one-half times the applicable regular rate.

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

29. Plaintiff De Leon was also required to communicate with Defendants on their personal device prior to the shoot date to receive instructions about the shoot.

30. **Facts Related to Defendants' Calculation of Meal and Rest Period Premiums:** Section 11 of the applicable Wage Orders provides: "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 workday that the meal period is not provided." See, e.g., Wage Order 12-2001(11)(C), (12)(B) (same re rest periods) (emphasis added); see also Labor Code § 226.7(c) ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, …, the employer shall pay the employee one additional hour of pay at the employee's ***regular rate of***

compensation for each work day that the meal or rest period is not provided." (Emphasis added).

31. During the relevant period, Defendants were required to pay premium wages to Plaintiffs, aggrieved employees, and other members of the Meal and Break Premium Class for violations of the California's meal and rest break laws. For example, because Plaintiff Azima experienced a meal period violation on February 8, 2020, due to Defendants' failure to provide him with a compliant meal period, Defendants were required to factor the $5 "OTHER" payment into the calculation of Azima's regular rate of compensation for the payment of his meal period premium.

32. Plaintiff De Leon experienced meal period violations on June 27, 2023 and June 29, 2023, due to Defendants' failure to provide him with a compliant meal period, Defendants were required to factor the $5 "SMOKE" payment into the calculation of De Leon's regular rate of compensation for the payment of his meal period premium.

33. However, Defendants failed to pay Plaintiffs, aggrieved employees, and other members of the Meal and Break Premium Class one hour of pay for violations of the meal and rest period requirements, including in periods when the employee earned Incentive Pay required to be factored into an employee's regular rate of compensation.

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

CLASS DEFINITIONS AND CLASS ALLEGATIONS

35. Plaintiffs bring this action on behalf of themselves , on behalf of all others similarly situated, and as a member of Classes defined as follows:

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

b. Meal and Break Premium Class: All current and former non-exempt non-union employees of Defendants employed as background talent in California to whom Defendants paid premium pay pursuant to Labor Code section 226.7 or Sections 11 or 12 of the applicable Wage Orders on the same work day that Defendants paid them Incentive Pay (as defined above) during the four years preceding the filing of the Complaint through the date Notice is mailed to the members of this Class.

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

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

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

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

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

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

(b) Whether Defendants' failure to factor non-discretionary remuneration, such as shift differentials and other forms of compensation paid to class members, into the payment of premium wages for break violations violated Labor Code § 226.7(c) and the applicable IWC Wage Orders;

(c) Whether Defendants failed to provide class members who ceased employment with Defendants all wages owed at the time of the cessation of the employee-employer relationship;

(d) Whether Defendants committed unlawful business practices or acts within the meaning of Business & Professions Code Sects. 17200 et seq.;

(e) Whether, as a consequence of Defendants' unlawful conduct, the members of the Classes are entitled to restitution, and/or equitable relief;

(f) Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and the class members as a whole.

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

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

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

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

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL PREMIUMS FOR MEAL AND REST PERIOD VIOLATIONS

(By Plaintiffs and the Meal and Break Premium Class against Defendants)

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

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

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

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

46. When Defendants failed to allow Plaintiffs and other members of the Meal and Break Premium Class to take their meal and/or rest periods in accordance with Labor Code Section 226.7 and Wage Order 12, Defendants maintained a policy or practice of paying break premiums at amounts that only included "base hourly wages" and did not factor in Incentive Pay earned for an hour's work owed to members of the Meal and Break Premium Class as required

by Labor Code Section 226.7 and Wage Order 12.

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

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

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

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(Cal. Labor Code §§ 510, 1194)

(By Plaintiffs and the Overtime Class against Defendants)

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

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

52. Plaintiffs are informed and believes, and based thereon, alleges that Defendants

regularly and systematically, as a policy and practice, miscalculated the overtime and double time rates of pay by failing to properly include the various forms of Incentive Pay paid to Plaintiffs and members of the Overtime Class, such as the $5 "OTHER" and payment paid to Plaintiff Azima and others on February 8, 2020 and the $5 "SMOKE" payment paid to Plaintiff De Leon on June 27, 2022, which are not statutory exclusions when calculating an employee's regular rate of pay. Rather, Plaintiffs and members of the Overtime Class were only paid one and one-half times their base rate, which was not equal to the regular rate, as Defendants failed to include the various forms of Incentive Pay earned during corresponding periods that were required to be included in the regular rate, but were not.

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

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

THIRD CAUSE OF ACTION

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

(Cal. Labor Code §§ 201.5, 203)

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

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

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

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

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

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

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

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

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

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

64. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other members of the Waiting Time Penalty Class are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code Section 203, reasonable attorney's fees and costs of suit.

Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiffs and other members of the Waiting Time Penalty Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid continuation wages.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code § 226)

(By Plaintiffs and the Wage Statement Class against Defendants)

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

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

67. Labor Code § 226(e)(2)(B)(iii) provides: "An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6) and (9) of subdivision (a) … (iii) The name and address of the employer…."

68. Throughout the period applicable to this cause of action, Defendants knowingly

and intentionally failed to furnish, and continue to knowingly and intentionally fail to furnish, to Plaintiffs and other members of the Wage Statement Class, itemized statements accurately showing the required information, including but not limited to all wages earned and correct applicable hourly rates of pay.

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

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

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

FIFTH CAUSE OF ACTION

Failure to Indemnify Employees for Expenditures

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

72. Plaintiffs incorporate by reference and re-alleges as if fully stated herein the paragraphs above in this Complaint.

73. As set forth above, Plaintiffs and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

74. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

75. As a result, Plaintiffs and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

Plaintiffs and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

<u>SIXTH CAUSE OF ACTION</u>

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

(UNFAIR COMPETITION)

(By Plaintiffs and the Classes against Defendants)

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

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

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

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

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

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

82. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and other members of the Waiting Time Penalty Class the full amount of their

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

83. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to its unlawful and unfair business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations under the Labor Code.

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

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

SEVENTH CAUSE OF ACTION

Civil Penalties Under PAGA

(By Plaintiff De Leon, Aggrieved Employees and the State of California against Defendants)

86. Plaintiff De Leon realleges and incorporates by reference all of the foregoing paragraphs, as though they are set forth in full.

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

88. Defendants' conduct as described herein, arising from Defendants' failure to pay

overtime premiums at the correct regular rate of pay, failure to pay rest and meal break premiums at the correct regular rate of compensation, failure to provide accurate wage statements, and failure to timely pay all wages upon cessation of employment constitute violations of Labor Code Sections 201-204, 210, 223, 225.5, 226, 226.3, 246, 226.7, 248.5, 510, 512, , 558, 1197, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and the applicable Wage Orders, including, Subsections 3, 11 and 12 of Wage Order 12-2001.

89. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

90. Plaintiff De Leon has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated May 15, 2023, Plaintiff De Leon gave written notice to the Labor and Workforce Development Agency ("LWDA") via its online filing system and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. To date, more than 65 days after the postmark date of May 15, 2023, the LWDA has not advised Plaintiff De Leon that it intends to investigate Plaintiff De Leon's allegations.

91. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff De Leon and other Aggrieved Employees are entitled to civil penalties for Defendants' violations of the Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, including Wage Order 12-2001, in the amount of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be distributed to the LWDA, and 25% shall be distributed to the aggrieved employees.

92. Pursuant to Labor Code Section 2699(g), Plaintiff De Leon is entitled to an award of reasonable attorney's fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

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

CLASS CERTIFICATION:

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

ON THE FIRST CAUSE OF ACTION:

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

ON THE SECOND CAUSE OF ACTION:

1. Damages for underpaid overtime wages;
2. Prejudgment interest;

ON THE THIRD CAUSE OF ACTION:

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

ON THE FOURTH CAUSE OF ACTION:

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

ON THE FIFTH CAUSE OF ACTION:

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;
2. For unpaid wages or unreimbursed business expenses as may be appropriate;
3. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
4. For reasonable attorneys' fees and for costs of suit incurred herein; and,

ON THE SIXTH CAUSE OF ACTION:

1. Restitution of all underpayment of overtime wages by Defendants to Plaintiff and members of the Overtime Class;
2. Restitution of all underpayment of premium wages by Defendants to Plaintiff and members of the Meal and Break Premium Class;
3. Prejudgment interest;

ON THE SEVENTH CAUSE OF ACTION:

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

ON ALL CAUSES OF ACTION:

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

DATED: July 27, 2023 **KIM LEGAL, APC**

By: */s/ Frank H. Kim*
Frank H. Kim, Esq.
Attorneys for Plaintiffs

PROOF OF SERVICE
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010.

On March 21, 2025, I served all interested parties in this action the following documents described as: **SECOND AMENDED COMPLAINT** on the interested parties below as follows:

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BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be uploaded on Case Anywhere to the parties identified above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 21, 2025, at Los Angeles, California.

/s/ *Frank H. Kim*
Frank H. Kim