

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
3 Min Ji Gal (SBN 311963)
4 HARRIS & RUBLE
5 655 North Central Avenue 17th Floor
6 Glendale California 91203
7 Tel: 323.962.3777
8 Fax: 323.962.3004
9 harrisa@harrisandruble.com
10 dgarrett@harrisandruble.com
11 mgal@harrisandruble.com

12 Attorneys for Plaintiff J. Halvorsen

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/24/2023 12:29 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

J. HALVORSEN, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

CAVIAR LA, LLC, a California Limited
Liability Company; MICHAEL SAGOL, an
individual; KENNETH SHAW, an individual;
and DOE 1 through and including DOE 10,

Defendants.

Case No: 23STCV17255

CLASS ACTION COMPLAINT

1. Cal. Lab. Code (the "Code") §§ 201.3, 201.5, 203 and/or 204 -- Continuing Wages
2. Code § 226(a), Failure to Provide Compliant Wage Statements
3. Code §§ 226.7, 512 and Wage Order, Failure to Provide Meal Breaks
4. Code § 226.7 and Wage Order, Failure to Provide Rest Breaks
5. Cal. Lab. Code § 510, 515, and 1194 Failure to Provide Pay Proper Overtime
6. Cal. Lab. Code §§ 1194 and 1198 Failure to Provide Pay Proper Minimum Wages
7. Code § 2802, Failure to Reimburse Business Expenses
8. Cal. Bus & Prof. Code §§ 17200 *et seq.* – Restitution
9. Cal. Lab. Code §§ 2698 *et seq.*, PAGA.

JURY TRIAL DEMANDED

1 Plaintiff Jerred Halvorsen (“Halvorsen” or “Plaintiff”), by and through his undersigned
2 attorneys, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This Complaint will be amended as a law enforcement action. This is a civil action
5 brought under the Code. It may be amended to assert claims under the California Private Attorneys
6 General Act (“PAGA”). After such amendment this Complaint will seek unpaid wages, damages, civil
7 penalties, statutory penalties and attorneys’ fees and costs. Plaintiff has provided statutory notice to the
8 California Labor and Workforce Development Agency (“LWDA”) of the claims set forth in this
9 Complaint and to Defendants. Upon expiration of the statutory period, Plaintiff will amend the
10 Complaint to assert a claim for relief under PAGA on behalf of all those similarly situated.

11 2. Venue as to Defendants is proper in this judicial district, pursuant to California Code of
12 Civil Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business, have an
13 agent, or are found in the County of Los Angeles and are within the jurisdiction of this Court for
14 purposes of service of process. The violations of the PAGA alleged herein had a direct effect on and
15 were committed within the State of California, impacting Plaintiff and the Aggrieved Employees.

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

25 **THE PARTIES**

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

28 5. Defendant CAVIAR LA, LLC (“CLALLC”) is a California Limited Liability Company,

1 which at all times relevant herein, conducted business within the County of Los Angeles, State of
2 California and produced a commercial entitled “Cintas # Co 14097” (“hereinafter the Production”).

3 6. Defendant Michael Sagol (“Sagol”) is a resident of Los Angeles County in the State of
4 California and a Manager or Member of CLALLC.

5 7. Defendant Kenneth Shaw (“Shaw”) is a resident of Los Angeles County in the State of
6 California and a Manager or Member of CLALLC.

7 8. Defendants Doe One through and including Doe Ten are sued herein under the provisions
8 of section 474 of the California Code of Civil Procedure. Plaintiff is unaware of the true names,
9 identities or capacities, whether corporate, individual or otherwise, of said fictitiously named defendants,
10 but leave of Court will be prayed to amend this pleading to insert the same herein when finally
11 ascertained. Plaintiff is informed, believes and thereupon alleges that each of the fictitiously named
12 Defendants, during the relevant time period maintained a place of business in the County of Los Angeles
13 of the State of California. Defendants CLALLC, Sagol, Shaw and Does One through and including Doe
14 Ten are hereinafter collectively referred to as Defendants. Defendants are “temporary services
15 employers” as defined by California Labor Code (the “Code”) § 201.3 and required to pay workers no
16 less frequently than weekly.

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

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

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

22 (A) Negotiates with clients and customers for matters such as the time and place where
the services are to be provided, the type of work, the working conditions, and the quality
and price of the services.

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

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

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

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

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

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

27 ...
28 (4) “Client” and “customer” mean the person with whom a temporary services employer
has a contractual relationship to provide the services of one or more individuals
employed by the temporary services employer.

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

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

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

7 Code § 201.3.

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

18 11. Plaintiff is informed and believes and thereon allege that all defendants, including the
19 fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible
20 agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all
21 acts alleged herein occurred within the course and scope of said agency, employment, partnership, and
22 joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,
23 consent authorization and ratification of their co-defendants; however, each of these allegations are
24 deemed "alternative" theories whenever not doing so would result in a contradiction with other
25 allegations

26 **GENERAL ALLEGATIONS**

27 12. Defendants employed Plaintiff during the class period as a crew member for the filming
28 of a Commercial entitled "Cintas # Co 14097" on Saturday, July 23, 2022, Halvorsen having completed

1 a defense required Covid test on July 22, 2022. Once his employment ended, Defendants were required
2 to pay him by the next week, on or before Friday, July 29, 2022. However, his check was not prepared
3 until on or after Friday, August 5, 2022.

4 13. Previously, Halvorsen was employed by the Defendants as a crew member on the
5 production of a Burger King CO-13914 Commercial on August 25-26, 2021, Plaintiff having completed
6 a defense required Covid test on Monday, August 16, 2021. Compensation for his work on August 16,
7 2021, was due no later than on Friday, August 27, 2021. Compensation for his work on August 25-26,
8 2021, was due no later than on Friday, September 3, 2021. Nevertheless, a paycheck for Halvorsen's
9 employment by Defendants in connection with the Burger King Commercial was not even prepared until
10 on or after Tuesday, September 14, 2021.

11 14. Defendants are routinely tardy in their wage payments to crew. Such tardy payments
12 were made, for example, at least in connection with a motion picture known as the Universal Parks
13 Commercial, produced in January of 2020; the Dave & Buster's #CO-13839 Commercial, produced in
14 April of 2021; the Project Tango #CO-13842 Commercial, produced in April of 2021; the Draft Kings
15 #CO-13848 Commercial, produced in June of 2021; the Dr Pepper #CO -13870 Commercial, produced
16 in July of 2021; the Ford #CO-13872 Commercial, produced in July of 2021; the Burger King CO-
17 13914 Commercial, produced in August of 2021; the Best Buy #CO-13923 Commercial, produced in
18 October of 2021; the Domino's #CO-13934 Commercial, produced in October of 2021; the Wallbox
19 #CO-14003 Commercial, produced in January of 2022; the Chase #CO-13985 Commercial, produced in
20 February of 2022; the MLB #CO-14055 Commercial, produced in March of 2022; the Best Buy #CO-
21 14108 Commercial, produced in June of 2022; and the Rockstar #CO-14091 Commercial, produced in
22 September of 2022.

23 15. Although Plaintiff Halvorsen should have been paid in full for the accrued minimum
24 wages, provided proper, uninterrupted rest breaks, and issued final wages no later than as required by
25 Code § 201.3 and/or 201.5, he has yet to be paid the full amount of wages owing to him with respect to
26 either the Burger King or the Cintas commercial. The "final" payments sent to Halvorsen did not fully
27 compensate Plaintiff for all outstanding wages, including, for example, premium wages owing on
28 account of Defendants to provide proper rest breaks. Plaintiff and Class Members have as of the date of

1 filing of this Complaint not been fully compensated for work performed for the Defendants nor
2 reimbursed for all of their expenses, such as proper reimbursement for their provision of personal cell
3 phones.

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

9 17. Plaintiff is typically hired as an employee on the production of filmed content. He
10 typically works under the direction and supervision of producers, directors, ad agencies and clients.
11 Some supplies and equipment were provided by Defendants and/or leased by them for use on the
12 Production. Some supplies and equipment were provided by Defendants, and some were provided by
13 Plaintiff, such as his personal cell phone. Defendants secured and provided the location for the
14 Production where the work took place.

15 18. At all relevant times mentioned herein, Wage Order 12 of the California Industrial
16 Welfare Commission applied to Plaintiff and Class Members. In part, the Wage Order reflects employer
17 obligations regarding hours and days of work, reporting time pay, records, meal periods and rest periods
18 (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and Class
19 Members). The Wage Order provides, in relevant part:

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

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

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

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

(1) For daily employees and weekly employees, excluding weekly employees guaranteed more than forty (40) hours a workweek and "on call" employees, one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any one workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
(2) Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday, and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.
(3) Overtime payments shall not be compounded and all payments made by the employer for daily overtime on the basis herein above specified shall be applied toward any sum for weekly overtime.
(4) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary. The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

...

7. Records.

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

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

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

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

...

11. Meal Periods.

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

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

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

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

17 **12. Rest Periods.**

18 (A) Every employer shall authorize and permit all employees to take rest periods, which
19 insofar as practicable shall be in the middle of each work period. The authorized rest
20 period time shall be based on the total hours worked daily at the rate of ten (10) minutes
21 net rest time per four (4) hours or major fraction thereof. However, a rest period need not
22 be authorized for employees whose total daily work time is less than three and one-half
23 (3.5) hours. Authorized rest period time shall be counted as hours worked for which there
24 shall be no deduction from wages.

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

Cal. Code of Regs., tit. 8, § 11120 ("Wage Order 12").

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

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

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

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

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

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

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

(4) "Production or broadcasting of motion pictures" means the development, creation,
presentation, or broadcasting of theatrical or televised motion pictures, television

1 programs, commercial advertisements, music videos, or any other moving images,
2 including, but not limited to, productions made for entertainment, commercial, religious,
3 or educational purposes, whether these productions are presented by means of film, tape,
4 live broadcast, cable, satellite transmission, Web cast, or any other technology that is now
5 in use or may be adopted in the future.

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

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

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

18 (e) Nothing in this section prohibits the parties to a valid collective bargaining agreement
19 from establishing alternative provisions for final payment of wages to employees covered
20 by this section if those provisions do not exceed the time limitation established in Section
21 204.

22 Code § 201.5.

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

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

27 If an employer willfully fails to pay, without abatement or reduction, in accordance with
28 Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall continue as a
penalty from the due date thereof at the same rate until paid or until an action therefor is
commenced; but the wages shall not continue for more than 30 days. An employee who
secretes or absents themselves to avoid payment to them, or who refuses to receive the
payment when fully tendered to them, including any penalty then accrued under this
section, is not entitled to any benefit under this section for the time during which the
employee so avoids payment.

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

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

All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
by any person in any employment are due and payable twice during each calendar month,
on days designated in advance by the employer as the regular paydays. Labor performed

1 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between
2 the 16th and the 26th day of the month during which the labor was performed, and labor
3 performed between the 16th and the last day, inclusive, of any calendar month, shall be
4 paid for between the 1st and 10th day of the following month.

5 Code § 204.

6 23. In no event should Plaintiff or Class Members have been paid later than the time periods
7 established by sections 201.3, 201.5 and/or 204 of the Code, but certain payments to Plaintiff were made
8 after they were due or have not been paid (such as premium wages for failure to provide proper rest
9 breaks), all leading to penalties and civil penalties under sections 203 and 204 of the Code, all as
10 described in the Naranjo v. Spectrum Security Services, Inc., 13 Cal. 5th 93 (2022).

11 24. At all times relevant herein, section 210 of the Code provided:

12 In addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections
14 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
15 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
16 each employee; (b) For each subsequent violation, or any willful or intentional violation,
17 two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
18 amount unlawfully withheld.

19 Code § 210. Further, the Defendants' policy has been to devote insufficient resources to the payroll
20 accounting function, with the inevitable result that employees are routinely paid in tardy fashion, in
21 violation of sections 201.3, 201.5, 203 and/or 204 of the Code, and otherwise in violation of the Code.

22 25. Code sections 226.7, 512 and Section 12 of the Wage Order require an employer to pay
23 an additional hour of compensation for each meal period the employer fails to provide. Section 12
24 requires that "No employer shall employ any person for a work period of more than six (6) hours
25 without a meal period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal
26 period for all employees shall be called not later than six (6) hours after the termination of the preceding
27 meal period." Defendants failed to maintain a policy informing all Class Members of these rights.

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

1 only at artificially created “call times” which do not reflect when the work day commenced.

2 27. Here, Defendants failed to apprise all Class Members of their rights associated with meal
3 periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1)
4 requiring all Class Members to take late meal breaks that occurred after the first 6 hours of each shift;
5 (2) requiring Class Members to work shifts over 12 hours without providing a second meal period of 30
6 minutes in length; and (3) failing to pay such employees 1 hour of pay at the employee’s regular rate of
7 compensation for each workday in which a proper meal break was not provided. At all relevant times
8 mentioned herein, section 226.7 of the Code provided:

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

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

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

17 Code § 226.7.

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

19 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
20 each of his or her employees, either as a detachable part of the check, draft, or voucher
21 paying the employee’s wages, or separately when wages are paid by personal check or
cash, an itemized statement in writing showing (1) gross wages earned, (2) total hours
22 worked by the employee, except for any employee whose compensation is solely based
on a salary and who is exempt from payment of overtime under subdivision (a) of Section
23 515 or any applicable order of the Industrial Welfare Commission, (3) the number of
piece rate units earned and any applicable piece rate if the employee is paid on a piece-
24 rate basis, (4) all deductions, provided, that all deductions made on written orders of the
employee may be aggregated and shown as one item, (5) net wages earned, (6) the
25 inclusive dates of the period for which the employee is paid, (7) the name of the
employee and his or her social security number, except that by January 1, 2008, only the
26 last four digits of his or her social security number or an employee identification number
other than a social security number may be shown on the itemized statement, (8) the
27 name and address of the legal entity that is the employer, and (9) all applicable hourly
28 rates in effect during the pay period and the corresponding number of hours worked at

1 each hourly rate by the employee. The deductions made from payments of wages shall
2 be recorded in ink or other indelible form, properly dated, showing the month, day, and
3 year, and a copy of the statement or a record of the deductions shall be kept on file by the
4 employer for at least three years at the place of employment or at a central location within
5 the State of California.

6

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

13

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

16 Code § 226. Defendants employed Plaintiff and 226 Class Members, but, in all cases, Defendants failed
17 to provide them with the data required by section 226(a) of the Code. Defendants did not provide a
18 wage statement which identifies the legal name and address of the employer, instead listing one entity as
19 the "Payroll Employer" and another as the "Controlling Employer," as well as failing to describe the
20 inclusive dates of the pay period. Rather, they engaged in a practice of substituting the days worked, all
21 of which prevents the worker from determining "from the wage statement alone" when their wages were
22 due and whether they were paid all overtime wages which accrued during the pay period, all in violation
23 of the plain statutory language. All of the foregoing was intentional misconduct of Defendants that
24 injured Plaintiff and Class Members insofar as they were subjected to confusion and deprived of
25 information to which they were legally entitled.

26 29. At all relevant times mentioned herein, section 510(a) of the California Labor Code
27 provided:

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

Cal. Lab. Code § 510.

1 30. Class Members were not timely paid proper overtime wages to which they were entitled
2 in violation of Code §§ 510, 515 and 1194. Both late payment and nonpayment of overtime wages for
3 all hours worked violates the overtime wage statute. Defendants are subject to the civil penalties for
4 which provision is made in Code § 558 by failing to pay each Class Member their overtime wages.

5 31. Prior to 2013, section 515(d) of the Code provided:

6 For the purpose of computing the overtime rate of compensation required to be paid to a
7 nonexempt full-time salaried employee, the employee's regular hourly rate shall be
1/40th of the employee's weekly salary.

8 Code § 515(d). Thereafter, the State Legislature enacted A.B. 2103 to amend section 515 to expressly
9 overturn Arechiga v. Dolores Press, Inc., 192 Cal. App. 4th 567, 571 (2011), which upheld an agreement
10 in which the employee agreed to work 66 hours per week for a weekly salary of \$880. AB 2103, which
11 took effect on January 1, 2013, added section 515(d)(2), which clarifies and conforms the statute to the
12 interpretation that the Department of Labor Standards Enforcement had always used prior to 2013 and
13 provides:

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

17 According to the California Supreme Court, a daily wage rate is "deemed to provide compensation only
18 for the employee's regular, nonovertime hours" too. Alvarado v. Dart Container Corp. of Cal., 4 Cal.
19 5th 542, 564–65 (2018), as modified (Apr. 25, 2018) ("the Legislature expressly endorsed the principle
20 that flat sum nonhourly compensation should be factored into an employee's regular rate of pay by
21 dividing the flat sum by the number of nonovertime hours that exist in the relevant period, and that the
22 flat sum compensates the worker for only nonovertime hours worked.") Here, Plaintiff's agreement for
23 \$400 for a 10-hour day actually amounts to a regular rate of \$50 per hour and overtime at a rate of \$75
24 per hour^{78.13} (= \$625 agreed rate/8 hours) and an overtime rate of \$117.20. Here, Defendants failed to
25 pay Plaintiff and Class Members with similar wage agreements the correct overtime rate.

26 32. At all relevant times mentioned herein, section 1194 of the Code provided:

27 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
28 than the legal minimum wage or the legal overtime compensation applicable to the
employee is entitled to recover in a civil action the unpaid balance of the full amount of

1 this minimum wage or overtime compensation, including interest thereon, reasonable
2 attorney's fees, and costs of suit.

3 Code § 1194.

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

5 (a) An employer shall indemnify his or her employee for all necessary
6 expenditures or losses incurred by the employee in direct consequence of the discharge of
7 his or duties

8 (b) All awards made by a court . . . for reimbursement of necessary expenditures
9 under this section shall carry interest at the same rate as judgments in civil actions.
10 Interest shall accrue from the date on which the employee incurred the necessary
11 expenditure or loss.

12 (c) For purposes of this section, the term "necessary expenditures or losses" shall
13 include all reasonable costs, including, but not limited to, attorney's fees incurred by the
14 employee enforcing rights granted by this section.

15 Code § 2802. Defendants failed to reimburse Plaintiff and Class Members for necessary business
16 expenses incurred in the performance of their duties, such as for the use of a personal cell phone
17 and for other motion picture production equipment and supplies. Cell phones are required for
18 onboarding; preparation of time cards; and other, routine, on-the-job communications with other
19 members of the crew.

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

21 Any employer or other person acting on behalf of an employer who violates, or causes to be
22 violated, a section of this chapter or any provision regulating hours and days of work in any
23 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
24 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
25 which the employee was underpaid in addition to an amount sufficient to recover underpaid
26 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid in addition to an amount
28 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
to the affected employee.

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

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

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

(b) For purposes of this section, the term "other person acting on behalf of an employer" is

1 limited to a natural person who is an owner, director, officer, or managing agent of the employer,
2 and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of
the Civil Code.

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

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

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

12 (a) As used in this section:

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

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

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

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

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

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

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

21 (1) The payment of wages.

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

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

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

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

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

28 ...

1 Code § 2810.3. Various vendors of services (such as Cintas) and goods (such as automobiles) were the
2 client employer of Plaintiff and Class Members, and Defendants were the labor contractors

3 **CLASS-ACTION ALLEGATIONS**

4 37. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
5 action pursuant to section 382 of the Code of Civil Procedure. Plaintiff seeks to represent a “Code
6 Class” composed of and defined as follows:

7 For the period three years and 178 days prior to the filing of this Complaint to date, all persons
8 paid wages on account of services provided for Defendant CLALLC in the production of Motion
9 Pictures¹ (such persons are referred to hereafter as Code Class Members, and such period is
referred to hereafter as the Class Period)

10 Further, Plaintiff seeks to represent a “17200 Class” composed of and defined as follows:

11 All persons paid wages on account of services provided for Defendant CLALLC in the
12 production of Motion Pictures in California during the period beginning no earlier than four
13 years and 178 days prior to the filing hereof to the date of a decision on a Motion for Class
Certification (such persons are referred to as “17200 Class Members,” and such period is
referred to hereafter as the “Class Period”).

14 Further, Plaintiff seeks to represent a “226 Class” composed of and defined as follows:

15 For the period one year prior to the filing of this Complaint to date, all persons paid wages on
16 account of services provided for Defendant CLALLC in the production of Motion Pictures in
17 California until the date of a decision on a Motion for Class Certification (such persons are
referred to hereafter as 226 Class Members, and such period is referred to hereafter as the 226
Class Period).

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

21 39. Defendants, as to Plaintiff and Code Class Members, failed to pay all accrued overtime
22 for all hours worked pursuant to sections 510, and 1194 of the Code. Accordingly, each Plaintiff and
23 Class Member is entitled to payment of his or her unpaid overtime and interest as well as reimbursement
24 of their attorneys’ fees and reasonable costs.

25 40. Defendants, as to Plaintiff and 226 Class Members, also failed to accurately provide the
26 data required by section 226(a) of the Code and, accordingly, Defendants’ failure to provide such data
27

28 ¹ See Cal. Lab. Code § 201.5 defining Motion Pictures.

1 entitles Plaintiff and each 226 Class Member to either actual damages or statutory liquidated damages,
2 whichever is greater. For example, with respect to the wage statements issued to other for their tests
3 and work on July 22-23, 2022, the defense listed a faux, single-day pay period, “07/22/2022 -
4 07/23/2022.” On wage statements issued to others, in connection with commercials for such entities as
5 Ford in the above referenced matter, the Defendants advised workers that their “Pay Frequency” was
6 “W[EEKLY]”. Inexplicably, commencing in or around April 2022, this information regarding “W[EEKLY]”
7 wage payments was removed from Defendants’ wage statements.

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

11 42. Defendants, as to Plaintiff and 17200 Class Members, failed to provide meal and rest
12 breaks as required by sections 226.7, 512 of the Code and Wage Order 12, and, accordingly,
13 Defendants’ failure to provide meal and rest breaks entitles Plaintiff and 17200 Class Members to either
14 actual damages or statutory damages, whichever is greater, as well as continuing wages for which
15 provision is made by Naranjo.

16 **A. Numerosity**

17 43. The potential members of each Class as defined are so numerous that joinder of all the
18 members of the Class is impracticable. While the precise number of Class Members has not been
19 determined at this time, Plaintiff is informed and believes that Defendants employed during the relevant
20 time periods at least nine hundred workers in the State of California. The number of Class Members is
21 great, but not so great as to make the class unmanageable. It therefore is impractical to join each Class
22 Member as a named plaintiff. Accordingly, utilization of a class action is the most economically
23 feasible means of determining the merits of this litigation.

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

27 **B. Commonality**

1 45. There are questions of law and fact common to the Class that predominate over any
2 questions affecting only individual Class Members. These common questions of law and fact include,
3 without limitation:

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

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

8 c. Whether Defendants' failure to provide accurate itemized wage statements to 226 Class
9 Members violates section 226.

10 d. Whether Defendants failed to provide meal breaks to 17200 Class Members.

11 e. Whether Defendants failed to provide rest breaks to 17200 Class Members.

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

14 g. Whether Defendants failed to pay proper overtime wages to 17200 Class Members under
15 Code sections 510, 515 and 1194.

16 h. Whether Defendants failed to reimburse necessary business expenses to Code Class
17 Members under Code sections 2802.

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

20 **C. Typicality**

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

23 47. The claims of the named Plaintiff are typical of the claims of the Class, which claims all
24 arise from the same general operative facts, namely, Defendants did not compensate its employees as
25 required by the Code and applicable Wage Order. Plaintiff and all members of the Class sustained
26 injuries and damages arising out of and caused by the Defendants' common course of conduct in
27 violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.
28

1 Plaintiff has no conflict of interest with the other Class Members and are able to represent the Class
2 Members' interests fairly and adequately.

3 **D. Adequacy of Representation**

4 48. Plaintiff will fairly and adequately represent and protect the interests of the members of
5 the Class. Counsel who represent Plaintiff are competent and experienced in litigation large employment
6 class actions. Neither Plaintiff nor Plaintiff's counsel have any conflict with the Class.

7 **E. Superiority of Class Action**

8 49. A class action is superior to other available means for the fair and efficient adjudication
9 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and
10 fact common to the Class predominate over any questions affecting only individual members of the
11 Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants'
12 illegal policy and/or practice of failing to pay hourly wages, failing to pay overtime wages, failing to
13 provide Class Members rest and meal periods without legal compensation. Class action treatment will
14 allow those similarly situated persons to litigate their claims in the manner that is most efficient and
15 economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely
16 to be construed in the management of this action that would preclude its maintenance as a class action.
17 The disposition of all claims of the members of the Class in a class action, rather than in individual
18 actions, benefits the parties and the Court. The interest of the Class Members in controlling the
19 prosecution of separate claims against Defendants is small when compared with the efficiency of a class
20 action.

21 **FIRST CAUSE OF ACTION**

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

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

26 51. Defendants employed Plaintiff as a crew member. Plaintiff was not paid all wages
27 accrued upon separation from employment and not paid all wages accrued once the production ended.
28

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

8 53. Defendants' failure to compensate Plaintiff and Code Class Members within the time for
9 which provision is made by section 201.5 of the Code, despite their knowledge of their obligation to do
10 so, was and is "willful" as the word is used in section 203.

11 54. Pursuant to section 203 of the Code, Plaintiff and Code Class Members are entitled to
12 continuing wages from Defendants in an amount according to proof, and Plaintiff is entitled to penalties
13 of at least \$30,000. Plaintiff and Code Class Members are also entitled to recover costs and reasonable
14 attorneys' fees under section 218.5 of the Code.

15
16 **SECOND CAUSE OF ACTION**

17 (Failure to Provide Compliant Pay Stubs, Code § 226(a)
18 On Behalf of Plaintiff and the 226 Class Against Defendants)

19 55. Plaintiff incorporates by reference each and every allegation set forth in this Complaint as
20 though fully set forth herein.

21 56. Defendants failed to provide Plaintiff and 226 Class Members with wage statements
22 conforming to the requirements of section 226(a) of the Code. For a majority of the workers, the wage
23 statements fail to provide a statement of all gross and net wages, or all deductions, as the information
24 concerning payments to union health and pension plans is not presented.

25 57. The foregoing was intentional misconduct of Defendants that injured Plaintiff and 226
26 Class Members insofar as they were deprived of information to which they were legally entitled,
27 including but not limited to all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate by the employee the name and address of the
legal entity that is the employer, inclusive dates of the weekly period for which the employee is paid,

1 and all applicable rates of pay. Further, with respect to guild and union workers, the wage statements fail
2 to provide information regarding all gross or net wages or all deductions as the wage statements as the
3 wage statements fail to reflect wages earned in connection with funds accrued for payment to pension
4 and health funds or that these amounts are deducted from wage payments.

5 58. The failure of Defendants to provide compliant wage statements violates section 226(a)
6 of the Code. The failure caused them injury by depriving them of information to which they are legally
7 entitled. Accordingly, Plaintiff and 226 Class Members are entitled to damages in an amount according
8 to proof and costs and reasonable attorney's fees in accordance with the provisions of Code section
9 226(e), all in a sum according to proof. Plaintiff is entitled to an amount according to proof of at least
10 \$50, not including interest thereon, reasonable attorneys' fees and cost of suit

11 **THIRD CAUSE OF ACTION**

12 (Failure to Provide Meal Breaks, Code §§ 226.7 and 512 and Wage Order
13 On Behalf of Plaintiff and the 17200 Class Against Defendants)

14 59. Plaintiff incorporates by reference each and every allegation set forth in this Complaint as
15 though fully set forth herein.

16 60. At all times herein relevant, sections 226.7 and 512 of the Code and IWC Wage Order 12
17 provided that those employees must receive meal periods of not less than thirty minutes if an employee
18 works for a period of more than six hours and a second thirty-minute meal period after no less than six
19 hours after the termination of the preceding meal period. By its failure to provide minimum statutory
20 meal periods to Plaintiff and Class Members, Defendants willfully violated the provisions of Code sections
21 226.7 and 512, and IWC Wage Order 12.

22 61. Defendants failed to apprise Plaintiff and 17200 Class Members of their rights associated
23 with meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of:
24 (1) requiring all workers to take late meal breaks that occurred after the first 6 hours of each shift; (2)
25 required Aggrieved Employees to work shifts over 12 hours without providing a second meal period of
26 30 minutes in length; and (3) failed to pay such employees 1 hour of pay at the employee's regular rate
27 of compensation for each workday in which a proper meal break was not provided. Plaintiff and Class
28 Members were not permitted to leave the set of the Production for meal periods.

1 62. Because Defendants failed to properly provide the proper meal periods, it is liable
2 to Plaintiff for one hour of additional pay at the regular rate of compensation for each workday that the
3 proper meal periods were not provided.

4 63. As a result of the unlawful acts of Defendants, Plaintiff and 17200 Class Members have
5 been deprived of premium wages, and/or other compensation in amounts to be determined at trial, and are
6 entitled to recovery of such amounts, in an amount of not less than \$35,000 for Plaintiff, plus interest
7 thereon, and costs.

8
9 **FOURTH CAUSE OF ACTION**

10 (Failure to Provide Rest Breaks, Code § 226.7 and IWC Wage Order)
11 On Behalf of Plaintiff and the 17200 Class Against Defendants)

12 64. Plaintiff incorporates by reference each and every allegation set forth in this Complaint as
13 though fully set forth herein.

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

17 66. By its failure to provide required breaks to Plaintiff and 17200 Class Members,
18 Defendants willfully violated the provisions of Code sections 226.7 and IWC Wage Order 12.

19 67. Plaintiff and Class Members were not permitted to leave the set of the Production for any
20 purported rest periods. They were required to be available via radio or personal cell phone at all times,
21 yes were not reimbursed for the expense of owning and maintaining a personal cell phone.

22 68. Because Defendants failed to properly provide the proper rest breaks, it is liable to
23 Plaintiff and 17200 Class Members for one hour of additional pay at the regular rate of compensation for
24 each workday that the proper rest breaks were not provided, pursuant to Code section 226.7 and IWC
25 Wage Order 12.

26 69. As a result of the unlawful acts of Defendants, Plaintiff and 17200 Class Members have
27 been deprived of premium wages, and/or other compensation in amounts to be determined at trial, and are
28 entitled to recovery of such amounts, plus interest thereon, fees, and costs.

///

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

(Damages for Unpaid Overtime Compensation,
California Labor Code §§ 510, 515, 558.1 and 1194
On Behalf of Plaintiff and the Code Class Against All Defendants)

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

71. During Plaintiff's employment by Defendants, Plaintiff, as well as Code Class Members, worked many hours, including overtime, without proper compensation for work performed, as required by law.

72. Plaintiff and Code Class Members are entitled to recover such unpaid overtime under section 1194 of the California Labor Code in an amount according to proof. Plaintiff and Code Class Members are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the California Labor Code.

3
4
5
6
7
8
9
20
21
22
23

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

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

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

74. Plaintiff and the 17200 Class Members worked many hours for Defendants, without compensation for work performed, as required by law. Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage.

75. Plaintiff and Code Class Members are entitled to recover liquidated damages under section 1194.2 of the Code in an amount according to proof. Plaintiff and Code Class Members are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the Code.

24
25
26
27
28

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

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

77. In discharge of their duties, Defendants required Plaintiff and Code Class Members to make purchases and/or rent equipment for their work on the set of a motion picture production. Plaintiff and Class Members were required to use their personal cellphones but were not always reimbursed for such use.

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

EIGHTH CAUSE OF ACTION

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

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

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

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

82. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiff and the 17200 Class Members and members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and the 17200 Class Members.

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

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

3 **POTENTIAL NINTH CAUSE OF ACTION**

4 (Code § 2698 et seq. Civil Penalties

5 (On Behalf of Plaintiff, the California Labor & Workforce Development Agency and Aggrieved
6 Employees Against All Defendants)

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

9 85. Pursuant to section 2699.3(a)(1) of the Labor Code, on July 24, 2023, Plaintiff submitted
10 Plaintiff's PAGA Claim Notice online to the California Labor and Workforce Development Agency
11 ("LWDA") and notified the LWDA of the specific provisions of the Labor Code alleged to have been
12 violated by Defendants, including the theories set forth in the Complaint. Also on that day, Plaintiff
13 gave written notice by certified mail to Defendants.

14 86. At all relevant times, Code section 2699.3(a)(2)(A) provided:

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

21 Code § 2699.3(a)(2)(A). After sixty-five (65) calendar days from the postmark date of the notice sent by
22 Plaintiff, Plaintiff may "commence a civil action pursuant to Section 2699." Code § 2699.3(a)(2)(A).
23 Once more than sixty-five calendar days have passed since Plaintiff gave written notice of the PAGA
24 violations to the LWDA and Defendants, Plaintiff will seek to amend the Complaint to add a PAGA
25 cause of action.

26 87. Plaintiff seeks to recover the PAGA civil penalties through a representative action
27 permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969
28 (2009). Therefore, class certification of the PAGA claims is not required.

88. Plaintiff seeks to bring a representative action on behalf of himself and the State of
California as well as on behalf of a group of Aggrieved Employees defined as: Plaintiff and/or other
persons who performed services for Defendant CLALLC as a motion picture production crew member

1 in California (“Aggrieved Employees”) during the period from one year prior to the filing of the PAGA
2 Notice until this case is resolved.

3 89. Plaintiff will seek civil penalties pursuant to PAGA for violations of the following Code
4 provisions:

5
6 **1. Failure to provide payroll records in violation of Code § 226(b).**

7 Employers must afford current and former employees the right to inspect or copy the records
8 pertaining to that current or former employee, upon reasonable request to the employer. Aggrieved
9 Employees have requested but have not been provided with an opportunity to inspect or copy all payroll
10 records within 21 days of request. Upon information and belief, many Aggrieved Employees have
11 requested their payroll records but have not been given access to them pursuant to section 226(b). Code
12 § 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial
13 violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Code
14 provisions for which a civil penalty is not specifically provided.

15
16 **2. Failure to personnel records in violation of Code § 1198.5.**

17 Employers must afford current and former employees the right to inspect or copy the personnel
18 records pertaining to that current or former employee, upon reasonable request to the employer.
19 Aggrieved Employees have requested have not been provided with an opportunity to inspect or copy all
20 personnel records within 30 days of request. Upon information and belief, many Aggrieved Employees
21 have requested their personnel records but have not been given access to them pursuant to section
22 1198.5. Code § 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for
23 initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all
24 Code provisions for which a civil penalty is not specifically provided.

25
26 **3. Failure to provide records in violation of Code § 432.**

27 Employers are required to give a copy of any instrument relating to the obtaining or holding of
28 employment, if signed by an employee, upon request. Plaintiffs have requested such documents but
have not received them. Upon information and belief, other Aggrieved Employees have requested their
signed documents but have not been provided a copy. Code § 2699(f)(2) imposes a civil penalty of \$100
per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved
Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically
provided.

4. Failure to timely pay wages during employment in violation of Code §§ 204 and 210.

Aggrieved Employees were not compensated during their employment by the times prescribed
by section 204 due to the failure to allocate sufficient resources to the payroll function. The failure of
Defendants to make timely payments within the time provided for has been and is “willful” within the
meaning of such word as used in Section 210 of the Code.

Defendants failed to pay Plaintiffs and Aggrieved Employees all wages for a weekly payroll
period within 7 calendar days following the close of the payroll period in violation of Code §§ 204(d)
and 210. Plaintiffs and Aggrieved Employees were paid after the 7th day following the close of the
payroll period in violation of these statutes.

Accordingly, each Aggrieved Employee who was not timely paid his or her timely wages during
their employment is entitled to civil penalties. Code section 210 provides for a penalty of \$100 for each
initial violation and \$200 for each subsequent, or willful or intentional violation plus 25 percent of the
amount unlawfully withheld.

1 **5. Failure to pay wages and/or final wages in violation of Code §§ 201.3, 201.5 and 203.**

2 With respect to violations of Code §§ 201.3 and 201.5, the failure of Defendants to make final
3 payments within the time provided for has been and is “willful” within the meaning of such word as
4 used in Section 203 of the Code. Code section 203 provides that if “an employer willfully fails to
5 pay...any wages of an employee who is discharged or who quits, the wages of the employee shall
6 continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is
7 commenced; but the wages shall not continue for more than 30 days.”

8 Here, Plaintiffs and Aggrieved Employees were not timely paid all double-time wages due upon
9 their separation from Defendants’ employ. As such, Defendants failed to pay Plaintiffs and Aggrieved
10 Employees all wages due as provided by §§ 201.3 and 201.5 and have failed to pay those sums for thirty
11 (30) days thereafter in violation of Code § 203.

12 Accordingly, each Aggrieved Employee who was not timely paid his or her final wages is
13 entitled to civil penalties. Code § 2699(f)(2) imposes a civil penalty of \$100 per pay period per
14 Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for
15 subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

16 **6. Failure to provide itemized wage statements in violation of Code § 226(a).**

17 Aggrieved Employees have not been provided a wage statement as required by Code section
18 226(a). The foregoing was the intentional misconduct of Defendants that was intended to mislead and
19 injure Aggrieved Employees insofar as they were subjected to confusion and deprived of information to
20 which they were legally entitled.

- 21 a. The wage statements failed to include, among other required information, the “name and address
22 of the legal entity that is the employer” as it
- 23 • does not reflect the full legal name of the employer
 - 24 • misstates that the employer is only a “Client”
- 25 b. The wage statements failed to include, among other required information, “all applicable hourly
26 rates in effect during the pay period and the corresponding number of hours worked at each
27 hourly rate by the employee” such as the double time rate.
- 28 c. The wage statements failed to include, among other required information, the “the rate of pay
and the total hours worked for each temporary services assignment”
- d. The wage statements, for guild and union workers, fail to include all gross or net wages or all
deductions as the wage statements fail to reflect wages earned in connection with funds accrued
for payment to pension and health funds or that these amounts are deducted from wage payments
to union and guild workers.

 Section 226(e) provides that any employee who suffers injury as a result of a knowing and
intentional failure by the employer to comply with its obligation to provide wage statements containing
all of the information referenced above is entitled to recover. Section 226.3 provides for a civil penalty
of \$250 per employee per violation in an initial violation and \$1,000 per employee for each violation in
a subsequent violation, for which the employer fails to provide the employee a wage deduction
statement or fails to keep the records required in subdivision (a) of Section 226.

7. Failure to provide sick leave information under Code §§ 245.5 and 246.

 Code sections 245.5 and 246(i) provide that “[a]n employer shall provide an employee with
written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer
provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in
Section 226 or in a separate writing provided on the designated pay date with the employee’s payment
of wages.” Here, Defendants have systematically and intentionally failed to set forth the amount of sick
leave available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage
statements described in Section 226 to Plaintiffs and all Aggrieved Employees.

 Code § 248.5(e) provides “equitable relief on behalf of the aggrieved as may be appropriate to
remedy the violation, including reinstatement, backpay, the payment of sick days unlawfully withheld, .
.. any person or entity enforcing this article on behalf of the public as provided for under applicable

state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorney's fees and costs."

8. Failure to furnish information under Code § 2810.5.

Aggrieved Employees were entitled to certain information in writing at the time of hiring including, among other items, the following:

- a) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable.
- b) The regular payday designated by the employer in accordance with the requirements of this code.
- c) The name of the employer, including any "doing business as" names used by the employer.
- d) The physical address of the employer's main office or principal place of business, and a mailing address, if different.
- e) The telephone number of the employer.
- f) The name, address, and telephone number of the employer's workers' compensation insurance carrier.
- g) That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

All Aggrieved Employees were not provided with all of the required information under Section 2810.5. Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

9. Failure to provide proper meal periods under Code § 226.7 and Wage Order § 11.

Aggrieved Employees were not provided with timely meal periods in violation of Code section 226.7 and Applicable Wage Order section 11. For example, Plaintiffs worked over 6 or 12 hours in a day but were not provided with compliant meal break(s) and were not otherwise compensated. Aggrieved Employees were not permitted to leave the production set for meal periods.

Code §§ 226.7, 512 and Section 12 of the Applicable Wage Order require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Section 12 requires that "No employer shall employ any person for a work period of more than six (6) hours without a meal period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be called not later than six (6) hours after the termination of the preceding meal period." Defendants failed to maintain a policy informing all Aggrieved Employees of these rights.

Here, Defendants failed to apprise all Aggrieved Employees of their rights associated with meal periods and failed to provide timely meal periods, often calling for "grace" – a procedure which might provide delay in the commencement of a meal break for certain union members, but not for those like Plaintiff who were not union members—all with the end result that on such days on which "grace" has been called all non-union crew should be paid an additional hour of compensation. Defendants have had a consistent policy of: (1) requiring all Aggrieved Employees to take late meal breaks that occurred after the first 6 hours of each shift; (2) required Aggrieved Employees to work shifts over 12 hours without providing a second meal period of 30 minutes in length; and (3) failed to pay such employees 1 hour of pay at the employees regular rate of compensation for each workday in which a proper meal break was not provided.

Additionally, Defendants maintained a policy of automatically deducting 30 minutes from each shift that Plaintiffs and the Aggrieved Employees worked. This "auto-deduct" policy was unlawful and did not account for whether the employees took their meal periods, took meal periods late, were interrupted with work, and/or took meal periods of less than 30 minutes.

Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Code provisions for which a civil penalty is not specifically provided.

1 **10. Failure to provide proper rest periods under Code § 226.7 and Wage Order § 12.**

2 All Aggrieved Employees were not provided with timely rest periods in violation of Code
3 section 226.7 and Applicable Wage Order section 12. Aggrieved Employees were not permitted to leave
4 the set of the Production for any purported rest periods. They were required to be available via radio or
5 cell phone at all times. Plaintiffs and Aggrieved Employees were neither informed of nor otherwise
6 provided with compliant rest breaks. Defendants failed to provide all Aggrieved Employees with rest
7 breaks of not less than 10 minutes per 4-hour work period, or major fraction thereof. On a regular and
8 consistent basis, Defendants failed to provide all Aggrieved Employees with a third rest period despite
9 regularly requiring Aggrieved Employees to work over 10 hours. As such, Defendants failed to provide
10 all Aggrieved Employees with compliant rest periods. Further, Plaintiffs and the Aggrieved Employees
11 were not compensated with 1 hour of wages for each missed rest period as required by Code § 226.7.

12 Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee
13 for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all
14 Code provisions for which a civil penalty is not specifically provided.

15 **11. Failure to reimburse necessary business expenses under Code § 2802.**

16 Aggrieved Employees were not reimbursed for necessary business expenses. Section 2802
17 requires that an employer indemnify his or her employee for all necessary expenditures or losses
18 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
19 obedience to the directions of the employer, even though unlawful, unless the employee, at the time of
20 obeying the directions, believed them to be unlawful.

21 Defendants have failed to reimburse Plaintiffs and Aggrieved Employees the cost of using their
22 personal cell phones for business related purposes. Defendants required that Plaintiffs and the Aggrieved
23 Employees be available by cell phone and answer/use their cell phones while working and this was
24 necessary to perform their job duties. These cell phones were not provided by Defendants, and
25 Defendants failed to reimburse Aggrieved Employees for the costs associated with using these personal
26 cell phones. They were also not reimbursed for the provision and use of personal protective equipment
27 and traffic management equipment and supplies necessary to perform their job duties.

28 Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee
29 for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all
30 Code provisions for which a civil penalty is not specifically provided.

31 **12. Failure to pay minimum and overtime wages in violation of Code §§ 510, 515, 558, 1194,
32 and 1198.**

33 Both late payment and non-payment of minimum wages violate the state statute requiring the
34 payment of a minimum hourly wage. The Code requires an employer to compensate its employees at the
35 minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular
36 rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in
37 any one workweek.

38 Here, Plaintiffs and other Aggrieved Employees were not paid at the proper corresponding rate
39 for all hours worked, including overtime as Plaintiffs were not paid the correct double time rate.

40 Code § 558 imposes a civil penalty in addition to any other penalty provided by law of \$50 for
41 initial violations for each underpaid employee for each pay period for which the employee was
42 underpaid in addition to an amount sufficient to recover unpaid wages, and \$100 for subsequent
43 violations for each underpaid employee for each pay period for which the employee was underpaid in
44 addition to an amount sufficient to recover underpaid wages.

45 **13. Failure to keep complete and accurate payroll records.**

46 Defendants failed to keep complete and accurate payroll records relating to Aggrieved
47 Employees in accordance with Code section 1174(d). Willful failure to maintain accurate and complete
48 records required by section 1174(d) is subject to a civil penalty of \$500. Code § 1174.5.

49 **14. Personal Liability of Defendants under Code § 558.**

50 Defendants were employers and/or “other persons acting on behalf of an employer who violates,

1 or causes to be violated, a section of this chapter or any provision regulating hours and days of work in
2 any order of the Industrial Welfare Commission” as founders of Defendant CLALLC who controlled
the payment of wages. Under Code § 558, Defendants are responsible for the civil penalties for violation
of minimum wages, overtime wages, meal and rest breaks, and reporting time pay.

3 Aggrieved Employees are entitled to recover as follows:

4 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
period for which the employee was underpaid in addition to an amount sufficient to
recover underpaid wages.

5 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
6 employee for each pay period for which the employee was underpaid in addition to an
amount sufficient to recover underpaid wages.

7 (3) Wages recovered pursuant to this section shall be paid to the affected employee.
Code § 558(a).

8 **15. Personal Liability of Defendants under Code § 1197.1**

9 Defendants were employers and/or “other persons acting either individually or as officers,
agents, or employees of another person, who pays or causes to be paid to any employee a wage less than
10 the minimum fixed by an applicable state or local law, or by an order of the Commission.” The
individual Defendants are Managers and/or Members of Defendant CLALLC and had control over the
11 payment of wages and intentionally caused Aggrieved Employees to be paid less than was required by
the Code and the Applicable Wage Order. Defendants are responsible for minimum wage restitution,
liquidated damages and Code § 203 penalties. Aggrieved Employees are entitled to recover as follows:

12 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
13 for each underpaid employee for each pay period for which the employee is underpaid.
This amount shall be in addition to an amount sufficient to recover underpaid wages,
14 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
pursuant to Section 203.

15 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
(\$250) for each underpaid employee for each pay period for which the employee is
16 underpaid regardless of whether the initial violation is intentionally committed. This
amount shall be in addition to an amount sufficient to recover underpaid wages,
17 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
pursuant to Section 203.

18 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
203, recovered pursuant to this section shall be paid to the affected employee.

19 Code § 1197.1(a).

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

21 1. That the Court certify a Class Action.

22 2. That, under the First Cause of Action, it be adjudged that the failure of Defendants to
23 make payment of Plaintiff’s and Code Class Members’ wages was in violation of sections 201.3, 201.5,
24 203 and/or 204 of the Code, and was “willful” as that word is used in section 203 of the Code, and that
25 the Court enter judgment against Defendants in favor of Plaintiff and Code Class Members. That
26 judgment be entered in favor of Plaintiff, of not less than \$30,000, and Code Class Members in an
27 amount prescribed by section 203 of the Code, and costs and reasonable attorneys’ fees in accordance
28 with the provisions of Code section 218.5.

1 3. That, under the Second Cause of Action, this Court enter judgment in favor of Plaintiff,
2 of at least \$50, not including interest thereon, reasonable attorneys' fees and cost of suit, and enter
3 judgment in favor of the 226 Class Members against Defendants in the amount of damages, interest, and
4 costs, according to proof, not less than \$100,000 for the 226 Class, and costs and reasonable attorneys'
5 fees in accordance with the provisions of Code section 226(e).

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

10 5. That, under the Fourth Cause of Action, this Court enter judgment in favor of Plaintiff
11 and the 17200 Class Members and award them their damages, penalties, and costs of suit, all according
12 to proof, pursuant to section 218.5 and other relevant sections of the Code.

13 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiff and
14 Code Class Members in the amount of unpaid overtime wages according to proof, including interest
15 thereon, reasonable attorneys' fees and cost of suit, and enter judgment against Defendants in the
16 amount of damages according to proof, interest thereon, reasonable attorneys' fees and cost of suit.

17 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiff and
18 the Code Class Members and award them their damages, penalties, liquidated damages, reasonable
19 attorney's fees and costs of suit, all according to proof, of no less than \$333 for Plaintiff, pursuant to
20 section 218.5, 1194, 1194.2 and other relevant sections of the Code.

21 8. That, with respect to the Seventh Cause of Action, this Court enter judgment in favor of
22 Plaintiff and 17200 Class Members against all Defendants in an amount according to proof, interest
23 thereon, costs and reasonable attorney's fees in accordance Code section 2802(c).

24 9. That, with respect to the Eighth Cause of Action, it be adjudged that Defendants'
25 violations of the applicable Wage Order and above cited sections of the Code and violated section 17200
26 *et seq.* of the California Business and Professions Code. Accordingly, Plaintiff requests that the Court
27 order Defendants to pay restitution with interest to Plaintiff and the 17200 Class Members. Finally,
28 Plaintiff requests that the Court award Plaintiff's reasonable attorneys' fees and costs, pursuant to

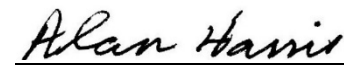
1 section 218.5 of the Code and section 1021.5 of the California Code of Civil Procedure.

2 10. That, with respect to the potential Ninth Cause of Action this Court award Plaintiff, the
3 State of California, and other former and current Aggrieved Employees their civil penalties, attorney's
4 fees, and costs of suit, all according to proof, pursuant to the cited sections of the Labor Code and the
5 applicable Wage Orders as heretofore articulated.

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

9 DATED: July 24, 2023

HARRIS & RUBLE

10 
11 Alan Harris
12 Alan Harris
13 Attorney for Plaintiff
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28