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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

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

9 CHERYL WATSON, an individual,
10 PLAINTIFF,

11 v.

12 BEVERLY BOY PRODUCTIONS, INC. a
California corporation; KAEL BEVERLY, an
individual; and DOES 1-100, inclusive,
13 DEFENDANTS.

Case No.: **24STCV06933**

COMPLAINT FOR

- 14 (1) FAILURE TO PROVIDE WAGE
STATEMENTS
15 (2) WILLFUL FAILURE TO TIMELY
PAY FINAL WAGES
16 (3) PRIVATE ATTORNEYS GENERAL
ACT VIOLATIONS (Labor Code §§
2698 *et seq.*)

DEMAND FOR JURY TRIAL

Complaint Filed:
Trial Date:

1 Plaintiff Cheryl Watson (“Plaintiff”) alleges as follows:

2 **SUMMARY OF CLAIMS**

3 1. Beverly Boy Productions, Inc. and Kael Beverly (collectively “Defendants”)
4 employed Plaintiff as a crew member on Defendants’ production, “A Place Called Home,” on or
5 around August 12, 2023 in Los Angeles, California.

6 2. Plaintiff alleges that Defendants violated the California Labor Code (including but
7 not limited to the Private Attorneys General Act) and Industrial Welfare Commission, Order 12-
8 2001, Regulating Wages, Hours and Working Conditions in the Motion Picture Industry (“Wage
9 Order 12”).

10 **JURISDICTION AND VENUE**

11 3. The Court has jurisdiction over all causes of action asserted herein, including
12 pursuant to the California Constitution, Article VI, § 10, California Code of Civil Procedure §
13 410.10.

14 4. The Court has personal jurisdiction over this matter because each Defendant
15 conducts substantial business activity in California and engages in the unlawful acts described
16 herein in California.

17 5. Venue is proper in this county under California Code of Civil Procedure § 395.5
18 because Defendants employed Plaintiff in this county and a substantial part of the events and
19 omissions giving rise to the claims alleged herein occurred in this county.

20 **THE PARTIES**

21 6. Plaintiff Cheryl Watson is a natural person residing in California. Defendants
22 employed Plaintiff in California in August 2023.

23 7. Defendant Beverly Boy Productions, Inc. (“Beverly Boy”) is a California
24 corporation doing business in California. Beverly Boy regularly employs employees in
25 California, including Plaintiff and other non-exempt employees.

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1 8. During all times relevant to this Complaint, Beverly Boy solely and/or jointly
2 employed Plaintiff and other non-exempt employees in California, pursuant to the California
3 Labor Code and Wage Order 12.

4 9. During all times relevant to this Complaint, Beverly Boy was a sole and/or joint
5 employer of Plaintiff and other non-exempt employees who violated or caused to be violated
6 Labor Code sections 203 and 226. Labor Code § 558.1.

7 10. Defendant Kael Beverly (“Mr. Beverly”) is a natural person residing in California.
8 Mr. Beverly regularly employs employees in California, including Plaintiff and other non-exempt
9 employees.

10 11. During all times relevant to this Complaint, Mr. Beverly solely and/or jointly
11 employed Plaintiff and other non-exempt employees in California, pursuant to the California
12 Labor Code and Wage Order 12.

13 12. During all times relevant to this Complaint, Mr. Beverly was a sole and/or joint
14 employer of Plaintiff and other non-exempt employees, and/or was an other person acting on
15 behalf of an employer of Plaintiff and other non-exempt employees, including but not limited to
16 the other Defendants, who violated or caused to be violated Labor Code sections 203 and 226.
17 Labor Code § 558.1.

18 13. DOES 1 through 100, inclusive, are sued herein under fictitious names. Their true
19 names and capacities are unknown to Plaintiff at this time. When their true names and capacities
20 are ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities
21 herein. Plaintiff is informed and believes, and thereon alleges that each of the fictitiously-named
22 Defendants is responsible in some manner for the occurrences alleged herein, and that Plaintiff’s
23 damages as alleged herein were actually and/or proximately caused by such Defendants.

24 14. Plaintiff is informed and believes and thereon alleges that at all relevant times each
25 Defendant was the principal, agent, employer, owner, manager, managing agent, joint employer,
26 employee, partner, servant, joint venturer, officer, director, controlling shareholder, subsidiary,
27 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
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1 the other Defendants, and was engaged with some or all of the other Defendants in a joint
2 enterprise for profit, and bore such other relationships to some or all of the other Defendants so as
3 to be liable for the conduct of them. Plaintiff is also informed and believes that each Defendant
4 solely and/or jointly employed Plaintiff and other non-exempt employees in California pursuant
5 to the California Labor Code and Wage Order 12. Plaintiff is also informed and believes and
6 thereon alleges that each Defendant was a sole and/or joint employer and/or other person acting
7 on behalf of an employer, including but not limited to the other Defendants, who violated, or
8 caused to be violated, a section of Chapter 1 of the Labor Code or any provision regulating hours
9 and days of work in any order of the Industrial Welfare Commission, pursuant to Labor Code
10 section 558. Plaintiff is further informed and believes and thereon alleges that each Defendant
11 was a sole and/or joint employer or an other person acting on behalf of an employer, including
12 but not limited to the other Defendants, who violated, or caused to be violated, any provision
13 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
14 Commission, or violated, or caused to be violated, Labor Code §§ 203 and 226, pursuant to Labor
15 Code § 558.1. Plaintiff is further informed and believes and thereon alleges that each Defendant
16 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
17 knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and
18 abetted the conduct of all other Defendants, and that each Defendant acted pursuant to an
19 agreement to do the things alleged herein.

20 **GENERAL ALLEGATIONS**

21 15. At all relevant times, Plaintiff and other non-exempt employees were subject to the
22 control, direction and supervision of each Defendant solely and/or two or more Defendants jointly
23 in connection with Plaintiff's and other non-exempt employees' hours worked, and such hours
24 worked were within the usual course of Defendants' business.

25 16. At all relevant times, each Defendant solely and/or two or more Defendants jointly
26 employed Plaintiff and other non-exempt employees in California by, inter alia, exercising
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1 control over their wages, hours, or working conditions, suffering or permitting Plaintiff and other
2 non-exempt employees to work, and/or engaging Plaintiff and other non-exempt employees.

3 17. At all relevant times, each Defendant was a sole and/or joint employer of Plaintiff
4 and other non-exempt employees and/or other person acting on behalf of an employer, including
5 but not limited to the other Defendants, who violated, or caused to be violated, a section of
6 Chapter 1 of the Labor Code or any provision regulating hours and days of work in any order of
7 the Industrial Welfare Commission, pursuant to Labor Code section 558.

8 18. Defendants operated individually and in concert and each retained and shared
9 significant control over the terms and conditions of Plaintiff's and other non-exempt employees'
10 employment, including, without limitation, those terms and conditions related to the claims
11 alleged herein.

12 19. Wage Order No. 12 applies to Defendants' employment of Plaintiff and other
13 non-exempt employees in California.

14 20. Defendants were Plaintiff's and other non-exempt employees' employers when
15 they worked for Defendants because Defendants "directly or indirectly, or through an agent or
16 any other person, employ[ed] or exercise[d] control over the wages, hours, or working conditions
17 of" Plaintiff and other non-exempt employees. Wage Order 12, Sec. 2(F); *Turman v. Superior*
18 *Court* (2017) 17 Cal.App.5th 969, 982. Defendants also engaged, suffered, or permitted Plaintiff
19 and other non-exempt employees to work. Wage Order 12, Sec. 2(D); *Martinez v. Combs* (2010)
20 49 Cal.4th 35, 64.

21 21. Pursuant to Labor Code section 558.1, Mr. Beverly is also liable to Plaintiff for
22 violations of Labor Code sections 203 and 226, because as Plaintiff's employer and as natural
23 persons who was an owner, director, officer and/or managing agent of Beverly Boy, Mr. Beverly
24 was the "employer or other person acting on behalf of an employer, who violate[d], or cause[d] to be
25 violated" said provisions regulating minimum wages and hours and days of work in IWC Wage
26 Order 12 and/or Labor Code sections 203 and 226.

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1 22. Defendants knowingly and intentionally failed to provide Plaintiff with an accurate
2 itemized wage statement and Plaintiff was injured by Defendants' knowing and intentional failure to
3 provide her with an accurate itemized wage statement.

4 23. At the end of Defendants' employment of Plaintiff, Defendants willfully failed to pay
5 all wages due to Plaintiff.

6 24. Defendants willfully misclassified Plaintiff as an independent contractor.

7 25. Plaintiff alleges that Defendants violated and continue to violate the California Labor
8 Code and Wage Order protections applicable to herself and other non-exempt employees in
9 California, thereby making them Aggrieved Employees under the Private Attorneys General Act,
10 Labor Code section 2698, *et al.* ("PAGA"). Defendants' violations of the California Labor Code and
11 the Wage Order as to Plaintiff and other Aggrieved Employees include:

12 (a) Defendants' failure to provide Plaintiff and other Aggrieved Employees
13 with accurately itemized wage statements. Defendants failed to keep on file a copy of the records
14 required by Labor Code section 226(a) for at least three years at the place of employment or at a
15 central location in California. Defendants failed to keep, for at least three years, at a central
16 location within the State of California or at the plants or establishments where Plaintiff and other
17 Aggrieved employees are employed, payroll records showing their hours worked daily.
18 Defendants also willfully failed to maintain records showing the hours worked daily by Plaintiff
19 and other Aggrieved Employees. Defendants also failed to keep accurate information with
20 respect to Plaintiff and other Aggrieved Employees, including time records showing when
21 employees began and ended each work period, meal periods, split shift intervals and daily hours
22 worked, total hours worked in the payroll period and applicable rates of pay, and Defendants
23 failed to keep such records on file for at least three years at the place of employment or at a
24 central location within California. Defendants also failed to maintain records of the wages and
25 wage rates of Plaintiff and other Aggrieved Employees in California for a period of three years.
26 Defendants thus violated or caused to be violated Labor Code sections 226, 226.3, 558.1,

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1 1174(d), 1174.5, and 1199, and the Wage Order against Plaintiff and other Aggrieved Employees
2 in California during the PAGA statutory period.

3 (b) Defendants willfully failed to pay Plaintiff and other Aggrieved Employees
4 all wages earned and unpaid at the time of discharge, within 72 hours after quitting, or by the next
5 regular payday after termination. Defendants thus violated or caused to be violated Labor Code
6 sections 201, 201.5, 202, 203, 204, and 558.1 against other Aggrieved Employees in California
7 during the PAGA statutory period, and

8 (c) Defendants' willfully misclassified Plaintiff and other Aggrieved
9 Employees as independent contractors. Defendants thus violated or caused to be violated Labor
10 Code section 226.8.

11 26. Plaintiff brings this action pursuant to PAGA on behalf of herself, all other
12 Aggrieved Employees, and the State of California, for civil penalties for violations of Labor Code
13 §§ 201, 201.5, 202, 203, 204, 210, 226(a), 226.3, 226.8, 558.1, 1174(d), 1174.5, and 1199, and
14 Wage Order 12-2001.

15 **FACTUAL BACKGROUND**

16 27. Defendants employed Plaintiff in the Motion Picture Industry in Los Angeles,
17 California on Defendants' "A Place Called Home" production on or about August 12, 2023. At
18 the end of Plaintiff's employment, she provided Defendants with a timecard for her day's
19 employment. Plaintiff's wages for the day's employment was \$707.25.

20 28. Defendants did not pay Plaintiff's wages by the next regular payday of August 26.
21 Instead, Defendants willfully failed to pay Plaintiff's wages until October 4. In addition,
22 Defendants willfully misclassified Plaintiff as an independent contractor. Defendants also
23 knowingly and intentionally violated the requirements to provide Plaintiff with a wage statement
24 showing her total hours worked, net wages earned, the inclusive dates for the period for which
25 Plaintiff was paid, and all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate, or to keep copies of wage statements
27 with the required information. Defendants also willfully failed to maintain employee payroll
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1 records. Defendants also failed to keep accurate information with respect to each employee,
2 including time records for each employee, and the total hours worked by each employee in the
3 payroll period.

4 **FIRST CAUSE OF ACTION**
5 **Failure to Provide Accurate Wage Statements**
6 **[Labor Code §§ 226, 226.3, 558.1, 1174(d), 1174.5, and the Wage Order]**
7 **(On Behalf of Plaintiff Against All Defendants)**

8 29. Plaintiff realleges and incorporates by reference all other paragraphs as if they
9 were set forth again herein.

10 30. “Every employer shall, semimonthly or at the time of each payment of wages,
11 furnish each of his or her employees ... an accurate itemized statement in writing showing ... (2)
12 total hours worked by the employee, ... (5) net wages earned, (6) the inclusive dates of the period
13 for which the employee is paid, ... and (9) all applicable hourly rates in effect during the pay
14 period and the corresponding number of hours worked at each hourly rate by the employee. ...
15 [A] copy of the statement ... shall be kept on file by the employer for at least three years at the
16 place of employment or at a central location within the State of California.” Labor Code 226(a).

17 31. “An employee suffering injury as a result of a knowing and intentional failure by
18 an employer to comply with [Labor Code section 226] subdivision (a) is entitled to recover the
19 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
20 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
21 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
22 award of costs and reasonable attorney’s fees. An employee is deemed to suffer injury for
23 purposes of this subdivision if the employer fails to provide accurate and complete information as
24 required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee
25 cannot promptly and easily determine from the wage statement alone one or more of the
26 following: The amount of the gross wages or net wages paid to the employee during the pay
27 period or any of the other information required to be provided on the itemized wage statement
28 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).” Labor Code § 226(e).

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1 32. “Any employer who violates subdivision (a) of Section 226 shall be subject to a
2 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an
3 initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
4 citation, for which the employer fails to provide the employee a wage deduction statement or fails
5 to keep the records required in subdivision (a) of Section 226. Labor Code § 226.3.

6 33. All employers in California shall keep payroll records showing the hours worked
7 daily by and the wages paid to employees for no less than three years. Labor Code § 1174(d).
8 “Any person employing labor who willfully fails to maintain the records required ... by [Labor
9 Code Section 1174(d)] shall be subject to a civil penalty of five hundred dollars (\$500).” Labor
10 Code § 1174.5.

11 34. All employers are required to keep accurate information with respect to each
12 employee including time records and the total hours worked in the payroll period. Employers are
13 also required to provide employees, along with their paychecks, an itemized statement showing,
14 among other things, the inclusive dates of the period for which the employee is paid. Employers
15 are required to keep these records for at least three years. Wage Order 12, Section 7.

16 35. All Defendants are subject to Labor Code sections 226, 226.3, 558.1, 1174(d),
17 1174.5 and the Wage Order. Defendants failed to provide Plaintiff with an accurate, itemized
18 wage statement with the required information or to keep that information or payroll records for at
19 least three years. Defendants thus violated Labor Code sections 226, 226.3, 558.1, 1174(d),
20 1174.5, and the Wage Order. Accordingly, Defendants are liable to Plaintiff for fifty dollars
21 (\$50) for the initial pay period in which a wage statement violation occurred, and Plaintiff is
22 entitled to an award of costs and reasonable attorney’s fees.

23 **SECOND CAUSE OF ACTION**
24 **Willful Failure to Pay Final Wages**
25 **[Labor Code §§ 201.5, 203, 204 & 558.1]**
26 **(On Behalf of Plaintiff Against All Defendants)**

27 36. Plaintiff realleges and incorporates by reference all other paragraphs as if they
28 were set forth again herein.

1 37. An employee engaged in the entertainment industry production “whose
2 employment terminates is entitled to receive payment of the wages earned and unpaid at the time
3 of termination by the next regular payday.” Labor Code § 201.5(b). For employment between
4 the 1st and 15th days of the month, the regular payday is between the 16th and the 26th of the
5 month. Labor Code § 204(a).

6 38. “If an employer willfully fails to pay ... in accordance with [Labor Code]
7 Section[] ... 201.5 ..., any wages of an employee who is discharged..., the wages of the
8 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
9 an action therefore is commenced; but the wages shall not continue for more than 30 days.” Labor
10 Code § 203(a).

11 39. All Defendants are subject to Labor Code sections 201.5, 203, 204, and 558.1.
12 After the termination of Defendants’ employment of Plaintiff on August 12, Defendants failed to
13 pay all wages earned to Plaintiff by her next regular payday of August 26. Instead, Defendants
14 paid her on October 4. Defendants thus violated Labor Code sections 201.5, 203, 204, and 558.1.
15 Defendants’ failure to pay all wages earned to Plaintiff when she was discharged was willful.
16 Accordingly, Defendants are liable to Plaintiff for 30 days of waiting time penalties of \$21,217.50
17 pursuant to Labor Code section 203.

18 **THIRD CAUSE OF ACTION**
19 **Private Attorneys General Act Violations**
20 **[Labor Code §§ 2698, *et seq.*]**
21 **(On Behalf of Plaintiff, All Other Aggrieved Employees, and the State of California**
22 **Against All Defendants)**

23 40. Plaintiff realleges and incorporates by reference all other paragraphs as if they
24 were set forth again herein.

25 41. Pursuant to Labor Code § 2699(c), an “‘aggrieved employee’ means any person
26 who was employed by the alleged violator and against whom one or more of the alleged
27 violations was committed.” PAGA provides that any provision of law under the Labor Code that
28 sets forth a civil penalty to be assessed and collected by the Labor and Workforce Development
Agency (“LWDA”), may, as an alternative, be recovered through a civil action brought by an

1 aggrieved employee on behalf of herself or herself and other current or former all other aggrieved
2 employees pursuant to the procedures outlined in Labor Code § 2699.3.

3 42. As a result of the California Labor Code violations that Defendants committed
4 against Plaintiff and other current and former Aggrieved Employees of Defendants, Plaintiff and
5 his fellow Aggrieved Employees of Defendants are all “aggrieved employees” of Defendants
6 within the definition of Labor Code § 2699(c). As an aggrieved employee, Plaintiff seeks, on
7 behalf of himself and his fellow Aggrieved Employees and on behalf of the State of California, to
8 recover civil penalties from Defendants under Labor Code §§ 2699, 210, 226.3, and 1174.5, and
9 Wage Order 12, § 20 for Defendants’ Labor Code violations set forth above, including
10 Defendants’ violations of Labor Code §§ 201, 201.5, 202, 203, 204, 210, 226(a), 226.3, 226.8,
11 558.1, 1174(d), 1174.5, and 1199, and Wage Order 12-2001.

12 43. Pursuant to Labor Code § 2699.3, an aggrieved employee may commence a civil
13 action arising under Labor Code § 2699 after the following requirements have been met:

- 14 a. The aggrieved employee or representative shall give written notice by filing online
15 with the LWDA and by certified mail to the employer of the specific provisions of the
16 Labor Code alleged to have been violated, including the facts and theories to support
17 the alleged violation. A \$75 filing fee should accompany the notice.
- 18 b. For violations of any provision listed in Labor Code § 2699.5, the LWDA shall notify
19 the employer and the aggrieved employee or representative by certified mail that it
20 does not intend to investigate the alleged violation within 60 calendar days of the
21 postmark date of the notice received. Upon receipt of that notice or if no notice is
22 provided within 65 calendar days of the postmark date of the notice, the aggrieved
23 employee may commence a civil action pursuant to Section 2699. For violations of
24 any provision other than those listed in Labor Code § 2699.5 or Division 5, the
25 aggrieved employee may commence a civil action pursuant to Section 2699 if the
26 employer has not cured the violations within 33 calendar days of the postmark date of
27 the notice.

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1 44. On or about December 29, 2023, Plaintiff gave timely written notice by certified
2 mail to Defendants of Defendants' violations of Labor Code §§ 201, 201.5, 202, 203, 204, 210,
3 226(a), 226.3, 226.8, 558.1, 1174(d), 1174.5, and 1199, and Wage Order 12-2001 alleged in this
4 Complaint, including the facts and theories to support the alleged violations, and Plaintiff filed
5 the notice online with the LWDA. Plaintiff also paid the accompanying filing fee of \$75.00.
6 Plaintiff has complied with all notice and exhaustion procedures as required by PAGA.

7 45. The LWDA did not provide notice of its intention to investigate Defendants'
8 violations of provisions listed in Labor Code § 2699.5 by the expiration of the 65-day waiting
9 time period. Defendants have not cured the violations of provisions other than those listed in
10 Labor Code § 2699.5 or Division 5 by the expiration of the 33-day period. Consequently,
11 Plaintiff's right to file the instant lawsuit then duly accrued.

12 46. Therefore, Plaintiff has complied with all of the requirements set forth in Labor
13 Code § 2699.3 to commence a representative action under PAGA.

14 47. Plaintiff, on behalf of herself, his fellow Aggrieved Employees, and on behalf of
15 the State of California, seeks civil penalties under PAGA, 75% of which will be distributed to the
16 State of California, and 25% of which will be distributed to Plaintiff and his fellow Aggrieved
17 Employees. Under this PAGA action, Plaintiff is also entitled to an award of reasonable
18 attorney's fees and costs.

19 48. Pursuant to Labor Code § 2699, Plaintiff is entitled to recover civil penalties in the
20 amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
21 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
22 subsequent violation or the civil penalties and remedies specifically provided by statutes or the Wage
23 Order, for Defendants' violations of Labor Code §§ 201, 201.5, 202, 203, 204, 210, 226(a), 226.3,
24 226.8, 558.1, 1174(d), 1174.5, and 1199, and Wage Order 12-2001, § 20, plus reasonable attorney's
25 fees and costs.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for relief from Defendants as follows:

28 A. Damages for not providing accurate wage statements of \$50.00;

- 1 B. Waiting time penalties of \$21,217.50;
2 C. Civil penalties pursuant to PAGA;
3 D. The remedy provided by Labor Code § 226.8(e);
4 E. Pre-judgment and post-judgment interest, as provided by law;
5 F. Attorneys' fees, pursuant to Labor Code §§ 218.5, 226, 2699, and all other bases
6 for fees under the law;
7 G. Costs of suit, including expert fees and costs, pursuant to Labor Code §§ 218.5,
8 226, 2699, and all other bases for costs under the law;
9 H. Such other and further legal and equitable relief as the Court may deem just and
10 proper.

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12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a jury trial on all causes of action and claims alleged herein.

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15 Respectfully submitted,

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19 Dated: March 18, 2024

By: _____

20 LAW OFFICE OF STEVEN ELSTER
21 Steven Elster
22 Attorney for Plaintiff Cheryl Watson
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