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13 B. Zucker

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

16 B. ZUCKER, individually and on behalf of all  
17 others similarly situated,

18 Plaintiff,

19 v.

20 ICONOCLAST CONTENT, INC., a California  
21 Limited Liability Company; CHARLES-  
22 MARIE ANTHONIOZ, an individual; DOE 1  
23 through and including DOE 10,

24 Defendants.

Case No: 22STCV39379

*Assigned to Hon. Lawrence P. Riff, Dept. 7*

**FIRST AMENDED COMPLAINT**

1. Cal. Lab. Code (the “Code”) §§ 201.3, 201.5 and 203, Continuing Wages
2. Code §§ 510, 1194, 1194.2, 1197 and 1197.1, Minimum Wages
3. Code § 226.7 and 512(a), Meal Breaks
4. Code § 226.7, Rest Breaks
5. Cal. Bus. & Prof. Code § 17200, Unfair Comp.
6. Code § 2802, Failure to Reimburse Business Expenses
7. Code §226(b), Failure to Produce Records
8. Code §1198.5, Failure to Produce Records
9. Code § 226(a), Failure to Provide Compliant Wage Statements
10. Cal. Lab. Code §§ 2698 et seq., PAGA

1 Plaintiff Benjamin Zucker (“Zucker”), by and through his undersigned attorneys, alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This is a class action brought under the California Labor Code (the “Code”), seeking  
4 relief under state law on account of unpaid wages, damages, continuing wages, liquidated damages,  
5 penalties, restitution and attorneys’ fees and costs. Plaintiff Zucker has provided notice to the defense of  
6 the claims set forth in this Complaint.

7 2. Venue as to Defendants is proper in this judicial district, pursuant to California Business  
8 & Professions Code section 17203 and California Code of Civil Procedure sections 395(a) and 395.5.  
9 Defendants maintain an office, transact business, have an agent, or are found in the County of Los  
10 Angeles and are within the jurisdiction of this Court for purposes of service of process.

11 **INTRODUCTION**

12 3. Plaintiff Zucker is an individual, who, during the time periods relevant to this Complaint,  
13 was a resident of the County of Los Angeles, State of California.

14 4. Defendant Iconoclast Content, Inc. (“ICI”) is a California Corporation which at all times  
15 relevant herein conducted business within the County of Los Angeles of the State of California.

16 5. Defendant Charles-Marie Anthonioz is a Director of ICI as well as its CEO and CFO.

17 6. 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  
21 or customers to supply workers to perform services for the clients or customers and that  
22 performs all of the following functions:

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

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

28 (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.

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

(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.

...

(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.

**(b)(1)(A)** Except as provided in paragraphs (2) to (5), inclusive, if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, 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.

...

**(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.

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

Code §201.3.

7. As a "temporary services employer," ICI is an employing unit which contracts with clients—generally advertising agencies--to supply workers to perform services to its clients. ICI performs all of the following functions: (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; (B) Determines assignments or reassignments of workers, even if workers retain the right to refuse specific assignments; (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; (D) Assigns or reassigns workers to perform services for clients or customers; (E) Sets the rate of pay of workers, whether or not through negotiation; (F) Pays workers from its own account or accounts; and (G) Retains the right to hire and terminate workers.

8. ICI, Charles-Marie Anthonioz, and Does One through and included Doe Ten are collectively referred to herein as the "Defendants."

9. Defendants Doe One through and including Doe Ten are sued herein under the provisions of section 474 of the California Code of Civil Procedure. Plaintiff are currently ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein under fictitious names and therefore sue such defendants by such fictitious names. Plaintiff will seek leave to amend this complaint to allege the true names and capacities of said fictitiously named defendants when their true names and capacities have been ascertained. Plaintiff are informed and believe and thereon allege that each of the fictitiously named defendants is legally responsible in some manner for the events and occurrences alleged herein, and for the damages suffered by the Class.

1           10.     Plaintiff is informed and believes and thereon alleges that all defendants, including the  
2     fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible  
3     agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all  
4     acts alleged herein occurred within the course and scope of said agency, employment, partnership, and  
5     joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,  
6     consent authorization and ratification of their co-defendants; however, each of these allegations are  
7     deemed “alternative” theories whenever not doing so would result in a contradiction with other  
8     allegations.

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

### 18                                   **GENERAL ALLEGATIONS**

19           12.     Defendants employed Plaintiff and others as crew members for a motion picture called  
20    “Project Fez #2020” (the “Production”). The Aggrieved Employees herein include Plaintiff , crew  
21    members on the Production, and other crew members who have been issued wage statements for  
22    services producing Motion Pictures performed in whole or in part for ICI in California (collectively, the  
23    “Aggrieved Employees”).

24           13.     Plaintiff was hired to work in September of 2020 as a crew member on the Production.  
25    Defendants were required to pay Zucker by Friday of the next Sunday to Saturday payroll week, but  
26    Zucker was paid his final wages for the Production in tardy fashion.

27           14.     Zucker worked for a total of one day on the Production. According to the wage statement  
28    issued to Plaintiff Zucker, his “Pay Frequency” was “[W]eekly”, as stated in the wage statement issued

1 to Zucker. A partially redacted copy of Zucker's wage statement for the Project is attached as Exhibit 1.

2 15. Examination of Exhibit 1 reveals that the paycheck for Zucker's work during the week of  
3 Sunday "8/30/20" to Saturday "9/5/2020" was prepared on or after Monday, September 21, 2020. The  
4 item was prepared in tardy fashion. It should have been prepared no later than on or before Friday,  
5 September 11, 2020.

6 16. During 2019, Zucker worked for Defendants on a separate Motion Picture, called "Mini  
7 #1931". Defendants never provided Zucker with required meal periods or rest breaks.

8 17. In addition to making frequent tardy payment of final wages owing to crewmembers,  
9 Plaintiff and the crews employed by Defendants were not properly compensated with premium wages  
10 owing on account of Defendants' failure to provide mandatory meal periods and rest breaks. Indeed, it  
11 appears that the Defendants routinely failed to pay the crew properly for missed or tardy meal periods or  
12 rest breaks. Indeed, the crew were instructed to remain within the boundaries of the property that had  
13 been permitted for filming and the crew were instructed that meals shall be confined to the area  
14 designated in the Location Agreement or permit. The crew were instructed that they should eat within  
15 their designated meal area, during scheduled crew meals.

16 18. Although Plaintiff and others should have been paid in full for their accrued wages,  
17 issued legally compliant wage statements, and paid no later than as required by Code § 201.3 or, in the  
18 alternative, Code § 201.5, Plaintiff and other crewmembers were not paid properly. For example, they  
19 were not paid any rest break premium wages by the Friday after the Sunday to Saturday workweek  
20 during which they completed their assignments, and most have yet to be paid all accrued premium  
21 wages for meal breaks as required by Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th 93, 106-07, 111  
22 (May 23, 2022).

23 19. Defendants failed to properly compensate Plaintiff and other Aggrieved Employees who  
24 performed services on motion picture production projects produced in California for ICI. Plaintiff and  
25 the Aggrieved Employees who worked for Defendants on California motion picture projects, were  
26 routinely not paid timely, with all premium wages, or with appropriate wage statements, all due to  
27 Defendant's undercapitalization and insufficient funding of the payroll accounting function, its profits  
28 having routinely been stripped from its balance sheet. It is an additional expense to issue weekly

1 paychecks rather than paying 24 or 26 times per year, or when a given Motion Picture project no longer  
2 requires that ICI employ any more temporary employees for a specific project. Once ICI delivers such a  
3 television commercial to the advertising agency or other client which commissioned it, all persons who  
4 were hired by ICI as “temporary services employees” are discharged and taken off payroll.

5 20. Wage Order 12 of the California Industrial Welfare Commission applied to Plaintiff and  
6 Aggrieved Employees. In part, the Wage Order reflects employer obligations regarding hours and days  
7 of work, reporting time pay and records (obligations which the employer, here, failed to fulfill, both with  
8 respect to Plaintiff and Aggrieved Employees). The Wage Order requires, in relevant part, that meals  
9 shall be provided within the initial six hours of work. However, Defendants’ routine practice was to  
10 defer meal breaks until after the sixth and/or twelfth of filming, and then, on occasion, delaying even  
11 further due to imposition of alleged “grace” periods. On occasion, such meals were improperly  
12 truncated and/or in the case of the hereinafter defined Shooting Crew, not provided, at all.

13 21. Defendants implemented a timekeeping system that does not permit employees to track  
14 and record their actual hours worked insofar as all are most frequently required to report meal breaks of  
15 exactly thirty minutes. This policy and practice have the recurrent impact of artificially insulating the  
16 employer from incurring additional expense on account of tardy, missed, interrupted and/or short meal  
17 periods and depriving compensation for all hours worked. Further, the workers are logged on the clock  
18 only at artificially created “call times” which do not reflect when the workday actually commenced, and  
19 workers are routinely taken off payroll at artificially imposed “wrap” times, whether or not their work  
20 has actually concluded.

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

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

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

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

26 (B) The employee is hired for a period of limited duration to render services relating to or  
27 supporting a particular motion picture production or broadcasting project, or is hired on  
28 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 programs, commercial advertisements, music videos, or any other moving images, including, but not limited to, productions made for entertainment, commercial, religious, or educational purposes, whether these productions are presented by means of film, tape, live broadcast, cable, satellite transmission, Web cast, or any other technology that is now in use or may be adopted in the future.

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

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

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

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

Code § 201.5. At all relevant times mentioned herein, either section 201.3 or 201.5 of the Code controlled the final payment of wages to Plaintiff, the crewmembers in the proposed Code Class. Plaintiff's claim under Code § 201.5 is made in addition to and as an alternative to the claims under Code § 201.3.

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

If an employer willfully fails to pay, without abatement or reduction, in accordance with 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).

24. By failing to pay timely Plaintiff and Aggrieved Employees all wages when due at the end of employment, Plaintiff and the proposed Code Class are entitled to continuing wages pursuant to

1 section 203 of the Code.

2 25. In no event should Plaintiff or the Aggrieved Employees have been paid later than the  
3 time periods established by sections 201.3 or 201.5 of the Code, but certain payments to Plaintiff , the  
4 Code Class, and the Aggrieved Employees were made after they were due, or, especially with respect to  
5 accrued and unpaid premium wages owing on account of Defendants' failure to provide compliant rest  
6 breaks and meal periods, not at all, leading to penalties under Code sections 203 and liquidated damages  
7 under for which provision is made by Code section 1194.2.

8 26. The ICI policy has been to devote insufficient capital, manpower and other required  
9 resources to its business, including providing sufficient funding of the payroll accounting function, with  
10 the inevitable result that employees are routinely paid in tardy fashion, in violation of sections 201.3,  
11 201.5 and/or 203 of the Code. In addition, ICI routinely enters contracts for the production of television  
12 commercials which contracts provide that the advertising agency or other contracting party need not pay  
13 the full amount owing to ICI until it receives final delivery of a finished product. ICI maintains internal  
14 budgets for each individual television commercial it produces. The internal ICI accounting practice has  
15 the inevitable, routine result of ICI putting a hold on the funding of final wage payments until it has  
16 received sufficient funds to make the payments, all within its internally imposed, discretionary  
17 accounting practices.

18 27. At all times relevant herein, section 204 of the California Labor Code provided in part:

19 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned  
20 by any person in any employment are due and payable twice during each calendar month,  
21 on days designated in advance by the employer as the regular paydays. Labor performed  
22 between the 1st and 15th days, inclusive, of any calendar month shall be paid for between  
23 the 16th and the 26th day of the month during which the labor was performed, and labor  
24 performed between the 16th and the last day, inclusive, of any calendar month, shall be  
25 paid for between the 1st and 10th day of the following month.

26 Cal. Lab. Code § 204.

27 28. In no event should Plaintiff or Class Members have been paid later than the time periods  
28 established by sections 201.3, 201.5 or 204 of the California Labor Code, but certain wage payments  
were made after they were due, some have yet to be made, all leading to penalties under sections 203,  
204 and 226 of the California Labor Code, all as described in Naranjo v. Spectrum Sec. Servs., Inc., 13

1 Cal. 5th 93, 106-07, 111 (2022).

2 29. At all relevant times mentioned herein, section 510(a) of the Code provided:

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

13 Code § 510. On information and belief, the Defendants manipulated the data relating to days worked by  
14 its crews in order to avoid the requirement to pay overtime and/or double time wages to individuals who  
15 worked for seven straight days during a workweek and/or who worked on more than one television  
16 commercial production during a single Sunday to Saturday pay period.

17 30. Defendants failed to pay proper minimum wages or overtime to the proposed Code Class,  
18 delaying such payments to beyond the required next weekly pay period or failing to make them, all to  
19 avoid the minimum wage and/or overtime protections of the Code.

20 31. At all relevant times mentioned herein, section 515(d)(2) of the Code provided:

21 Payment of a fixed salary to a nonexempt employee shall be deemed to provide  
22 compensation only for the employee's regular, non-overtime hours, notwithstanding any  
23 private agreement to the contrary.

24 Code § 515(d)(2). Accordingly, a daily wage rate is "deemed to provide compensation only for the  
25 employee's regular, non-overtime hours" too. Alvarado v. Dart Container Corp. of Cal., 4 Cal. 5th 542,  
26 564–65, as modified (2018) ("the Legislature expressly endorsed the principle that flat sum non-hourly  
27 compensation should be factored into an employee's regular rate of pay by dividing the flat sum by the  
28 number of non-overtime hours that exist in the relevant period, and that the flat sum compensates the  
worker for only nonovertime hours worked.") The California Supreme Court based its holding on  
fundamental principles that "the obligation to pay premium pay for overtime work reflects a state policy  
favoring an eight-hour workday and a six-day 40-hour workweek, and discouraging employers from  
imposing work in excess of those limits." Alvarado, 4 Cal. 5th at 539.

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

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

6 Code § 1194.

7 33. Plaintiff, the proposed Code Class and Aggrieved Employees were not timely paid the  
8 minimum wages and/or overtime to which they were entitled. Accordingly, they are entitled to  
9 liquidated damages under section 1194.2.

10 34. At all relevant times mentioned herein, section 2802 of the California Labor Code  
11 provided in part:

12 (a) An employer shall indemnify his or her employee for all necessary  
13 expenditures or losses incurred by the employee in direct consequence of the discharge of  
14 his or duties . . .

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

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

22 Cal. Lab. Code § 2802. Defendants failed to reimburse Plaintiff and Class Members for necessary  
23 business expenses incurred in the performance of their duties, such as for the use of a personal cell  
24 phone and/or other computer equipment for receipt of emails and/or text messages regarding, for  
25 example, scheduling and communicating regarding the location for Covid testing and other procedures,  
26 as well as for motion picture production equipment and supplies.

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

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

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

Code § 558.1. Zankel and Does One through and including Doe 10 are joint employers with ICI, or other persons acting on behalf of an employer, who violated, or caused to be violated the relevant sections of the Code referenced herein.

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

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (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. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount 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.

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

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-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 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions 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. . . .

Code § 226. Defendants did not provide Plaintiff or other Aggrieved Employees wage statements with all required information, including but not limited to accrued and unpaid premium wages owing on account of rest break and meal period violations. Section 226 of the Code must be interpreted to protect the employee rather than the employer and, as such, the only reasonable interpretation of the statute

1 requires the worker to be able to determine from the wage statement alone both the length of the pay  
2 period and the first and last day of the pay period, whether it be weekly, every other week, or twice each  
3 month. Without this information the employee is unable to determine whether or not they have been  
4 paid timely, either under sections 201.3 or 201.5 of the Code or under the federal Fair Labor Standards  
5 Act.

6 38. At all relevant times mentioned herein, section 2810.3 of the Code provided:

7 (a) As used in this section:

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

11 ...

12 (2) "Labor" has the same meaning provided by Section 200.

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

16 ...

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

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

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

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

26 (1) The payment of wages.

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

28 (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.

(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).

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

(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.

Code § 2810.3.

1 **CLASS-ACTION ALLEGATIONS**

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

5 Excluding those on Staff payroll, for the period three years and 180 days prior to the  
6 filling of this Complaint to date, all persons paid wages on account of services provided  
7 for Defendants in the production of Motion Pictures<sup>1</sup> (such persons are referred to  
hereafter as Code Class Members, and such period is referred to hereafter as the Code  
Class Period).

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

9 Excluding those on Staff payroll, for the period four years and 180 days prior to the  
10 filling of this Complaint to date, all nonexempt persons who worked more than 4 hours in  
11 a workday for Defendants in the production of Motion Pictures (such persons are referred  
to hereafter as 17200 Class Members, and such period is referred to hereafter as the  
17200 Class Period).

12 **Numerosity**

13 40. The potential members of each Class as defined are so numerous that joinder of all the  
14 members of either Class is impracticable. The number of Class Members is great, but not so great as to  
15 make the class unmanageable. It, therefore, is impractical to join each Class Member as a named  
16 plaintiff. Accordingly, utilization of a class action is the most economically feasible means of  
17 determining the merits of this litigation.

18 41. Despite the size of the proposed Classes, the Class Members are readily ascertainable  
19 through an examination of the records that Defendants are required by law to keep. Likewise, the dollar  
20 amount owed to each Class Member is readily ascertainable by an examination of those same records.

21 **Commonality**

22 42. There are questions of law and fact common to each Class that predominate over any  
23 questions affecting only individual Class Members. These common questions of law and fact include,  
24 without limitation:

- 25 a. Whether Defendants failed to pay all wages in a timely fashion in violation of sections  
26 201.3, 201.5, 203 and/or 204 of the Code.

27  
28 <sup>1</sup> See Cal. Lab. Code § 201.5 defining Motion Pictures.

- b. Whether Defendants untimely and/or nonpayment of wages give rise to liquidated damages for failure to pay minimum wages under Code section 1194.2.
- c. Whether Defendants' failure to provide meal breaks to each and every employee violates Code section 226.7 and 512, as well as the applicable Wage Order.
- d. Whether Defendants' failure to provide rest breaks to each and every employee violates Code section 226.7, as well as the applicable Wage Order.

### **Typicality**

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

44. The claims of the named Plaintiff are typical of the claims of each Class, which claims all arise from the same general operative facts, namely, Defendants did not compensate its employees as required by the Code and applicable Wage Order. Plaintiff and all members of the Classes sustained injuries and damages arising out of and caused by Defendants in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein. Plaintiff have no conflict of interest with the other Class Members and are able to represent the Class Members' interests fairly and adequately.

### **Adequacy of Representation**

45. Plaintiff will fairly and adequately represent and protect the interests of the members of each Class. Counsel who represents Plaintiff is competent and experienced in litigation of large employment class actions. Neither Plaintiff nor his counsel have any conflict with either Class.

### **Superiority of Class Action**

46. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to pay hourly wages, failing to pay minimum and overtime wages, failing to provide Class Members rest and meal periods without legal compensation. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff are unaware of any

1 difficulties that are likely to be construed in the management of this action that would preclude its  
2 maintenance as a class action. The disposition of all claims of the members of the Class in a class  
3 action, rather than in individual actions, benefits the parties and the Court. The interest of the Class  
4 Members in controlling the prosecution of separate claims against Defendants is small when compared  
5 with the efficiency of a class action.

6 **FIRST CAUSE OF ACTION**

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

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

11 48. As hereinabove articulated, Plaintiff and members of the Code Class were not timely  
12 compensated in full for their services, and have yet to be paid all accrued premium wages owing on  
13 account of Defendants' failure to provide proper rest breaks and meal periods. Plaintiff and many others  
14 were not timely paid even the undisputed "Straight Time" wages owing to them, as reflected in Exhibits  
15 1-3.

16 49. Plaintiff and the members of the Code Class consistently worked more than 6-hour  
17 and/or 12-hour shifts. However, they were required to keep their walkie talkies, radios and/or cell  
18 phones on their persons, turned on and audible at all times, including during their rest periods and meal  
19 breaks and/or they were precluded from leaving the set and its immediate environs during their  
20 breaks. Accordingly, at least non-union workers such as Plaintiff and many hundreds of others were  
21 denied their meal breaks and are entitled to premium wages and/or an additional thirty minutes of wages  
22 for each faux meal break, funds which were routinely deducted from wage payments and remain  
23 unpaid.

24 50. Defendants' failure to compensate Plaintiff and the Code Class within the time for which  
25 provision is made by sections 201.3 or, in the alternative, 201.5 of the California Labor Code, despite  
26 their knowledge of their obligation to do so, was and is "willful" as the word is used in section 203.

27 51. Pursuant to section 203 of the Code, Plaintiff and the Code Class Members are entitled  
28 to continuing wages from Defendants in an amount according to proof, of at least \$900,000. Plaintiff  
are also entitled to recover costs and reasonable attorneys' fees under section 218.5 of the Code.

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**SECOND CAUSE OF ACTION**

(Damages for Unpaid Minimum Wages,  
Code §§ 510, 1194, 1194.2, 1197, 1197.2, and 1198  
On Behalf of Plaintiff and the Code Class Against All Defendants)

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

53. Plaintiff and the Code Class worked many hours for Defendants, without proper, full compensation for work performed, as required by law. For example, Defendants routinely paid earned wages in tardy fashion, resulting in responsibility to pay liquidated damages under Biggs v. Wilson, and made thirty- or sixty-minute deductions from the daily work of each Aggrieved Employee to whom a walkie-talkie had been issued, all on account of the faux meal breaks described herein.

54. Plaintiff and the Code Class are entitled to recover liquidated damages under section 1194.2 of the Code in an amount according to proof, of at least \$30,000, not including interest thereon, reasonable attorneys' fees and cost of suit. They are also entitled to recover costs and reasonable attorneys' fees under section 1194 of the Code.

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**THIRD CAUSE OF ACTION**

(Failure to Provide Duty-Free Meal Breaks, Code §§ 226.7 and 512  
On Behalf of Plaintiff Zucker And the 17200 Class and Against All Defendants)

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

56. Code section 226.7 requires an employer to pay an additional hour of compensation for each meal period the employer fails to provide a timely and uninterrupted meal period. Employees are entitled to meal period of at least thirty 30 minutes per 6-hour work period.

57. Upon information and belief, neither the Plaintiff nor the proposed 17200 class have been timely compensated in full for their services. Plaintiff Zucker and the 17200 Class consistently worked more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie talkies, cell phones or radios on their persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are entitled to an additional thirty minutes of wages for each faux meal break. ICI kept records of each individual member of the crew to whom a walkie-talkie was issued so that it could insure the return to it of the device.

58. After the Augustus decision, some motion picture production companies such as Warner Bros. claim to have initiated a process under which they would advise employees, in writing, that they need not respond to walkie-talkie calls during breaks. ICI does not claim to have undertaken any such initiative.

59. Pursuant to Code section 226.7, Plaintiff Zucker and 17200 Class Members are entitled to damages in an amount equal to one hour of wages per missed meal break, in an amount according to proof, of at least \$30,000, not including interest thereon, reasonable attorneys' fees and cost of suit.

#### FOURTH CAUSE OF ACTION

(Failure to Provide Duty-Free Rest Breaks, Code §§ 226.7  
On Behalf of Plaintiff And the 17200 Class Against All Defendants)

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

61. Code Section 226.7 requires an employer to pay an additional hour of compensation for each rest period the employer fails to provide a compliant rest period. Employees are entitled to a rest period of ten minutes for every four hours worked or major fraction thereof, all as detailed in Brinker.

62. Upon information and belief, neither the Plaintiff nor the proposed 17200 class have been timely compensated in full for their services. Plaintiff and the 17200 Class consistently worked more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their persons, turned on and audible at all times, including their faux rest periods and meal breaks and/or they were precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are entitled to additional compensation for each faux rest break. On information and belief, Defendants have never paid an employee for a missed, truncated or tardy rest break.

63. Pursuant to Code section 226.7, Plaintiff and the 17200 Class are entitled to damages in an amount equal to one hour of wages per missed rest break, in an amount according to proof, of at least \$30,000, not including interest thereon, reasonable attorneys' fees and cost of suit.

## FIFTH CAUSE OF ACTION

(Unfair Business Practices on Behalf of Plaintiff and the 17200 Class Members Against All Defendants)

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

1           65.     Business and Professions Code section 17200 et seq. prohibits acts of unfair competition,  
2 including any “unlawful, unfair, or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200  
3 et seq. Plaintiff alleges that Defendants have engaged in unfair business practices in California by the  
4 above-described failure to pay all accrued minimum wages or to reimburse crew for necessary business  
5 expenses. For example, certain other motion picture producers routinely reimburse crew for the cost of  
6 maintaining cell phones with email and/or text capabilities, without which it would be a practical  
7 impossibility for the crew to know where to go and when to report.

8           66.     Defendants’ violations of the California wage and hour laws constitutes a business  
9 practice because Defendants’ aforementioned acts and omissions were done repeatedly over a significant  
10 period of time, and in a systematic manner, to the detriment of Plaintiff , the proposed 17200 Class and  
11 Aggrieved Employees.

12           67.     Defendants have avoided payment of wages and other benefits required by the California  
13 Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Upon  
14 information and belief, Aggrieved Employees and the 17200 Class have not been timely compensated in  
15 full for their services. Plaintiff and the 17200 Class consistently worked more than 6-hour and/or 12-  
16 hour shifts. However, they were required to keep their cell phones, walkie talkies and/or radios on their  
17 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were  
18 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are  
19 entitled to an additional thirty minutes of wages for each faux meal break. Some of that additional time  
20 should have been compensated as overtime wages.

21           68.     As a result of Defendants’ unfair and unlawful business practices, Defendants have  
22 reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiff and the  
23 Aggrieved Employees and members of the public. Defendants should be made to disgorge their ill-  
24 gotten gains and to restore them to Plaintiff and Aggrieved Employees.

25           69.     The actions of Defendants entitle Plaintiff to seek the remedies available under section  
26 17200 et seq. Plaintiff seek full restitution of said amounts from Defendants, as necessary and  
27 according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted  
28 by Defendants by means of the unfair practices complained of herein. Plaintiff , on behalf of

1 themselves, as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to  
2 sections 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seek  
3 the appointment of a receiver as necessary.

#### 4 **SIXTH CAUSE OF ACTION**

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

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

9 71. In discharge of their duties, Defendants required Plaintiff and Class Members to make  
10 purchases and/or rent equipment for their work on the set of a motion picture production. Plaintiff and  
11 Class Members were required to use their personal cellphones and/or maintain other computer  
12 equipment for the receipt of emails and the like, but were not reimbursed for such use.

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

#### 16 **SEVENTH CAUSE OF ACTION**

17 (Failure to Provide Employment Records Upon Request -- Code § 226(b) and 432  
18 On Behalf of Plaintiff, Individually, Against Defendant ICI)

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

21 74. Pursuant to Code section 226(b) and 432, an employer shall afford current and former  
22 employees the right to inspect or copy the records pertaining to that current or former employee, upon  
23 reasonable request to the employer.

24 75. Plaintiff requested that Defendants permit inspection or copying of his employment  
25 records pursuant to Code section 226(b). Defendants failed to timely provide Plaintiff with an  
26 opportunity to inspect or copy all of the employment records within 21 days of their requests.  
27 Defendants failed to timely produce all required records.

28 76. Pursuant to Code Sections 226(b) and (f), Plaintiff is entitled, and hereby seeks to recover  
from Defendants a seven-hundred-fifty-dollar (\$750) penalty for their violation of § 226(b), reasonable

1 attorney's fees, and the costs of bringing this cause of action.

2 **EIGHTH CAUSE OF ACTION**

3 (Failure to Provide Employment Records Upon Request Code §1198.5  
4 On Behalf of Plaintiff, Individually, Against Defendant ICI)

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

7 78. Pursuant to Code section 1198.5, an employer shall afford current and former employees  
8 the right to inspect or copy the personnel records pertaining to that current or former employee, upon  
9 reasonable request to the employer.

10 79. Plaintiff requested that Defendants permit inspection or copying of their personnel  
11 records pursuant to Code section 1198.5.

12 80. Defendants failed to timely produce all required records.

13 81. Pursuant to Section 1198.5(k), Plaintiff is entitled, and hereby seeks to recover from  
14 Defendants a seven-hundred-fifty-dollar (\$750) penalty per Defendant, reasonable attorneys' fees, and  
15 the costs of bringing this case.

16 **NINTH 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 82. Plaintiff realleges and incorporates herein by reference the allegations contained in this  
20 Complaint as though fully set forth herein.

21 83. 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 84. 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 85. 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  
12 **TENTH CAUSE OF ACTION**

(Code § 2698 et seq. Civil Penalties

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

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

17 87. Plaintiff realleges and incorporates herein by reference the allegations contained in this  
18 complaint as though fully set forth herein.

19 88. Pursuant to section 2699.3(a)(1) of the Labor Code, on January 30, 2024, Plaintiff  
20 submitted Plaintiff's PAGA Claim Notice online to the California Labor and Workforce Development  
21 Agency ("LWDA") and notified the LWDA of the specific provisions of the Labor Code alleged to have  
22 been violated by Defendants, including the theories set forth in the Complaint. Also on that day,  
23 Plaintiff gave written notice by certified mail to Defendants.

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

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

Code § 2699.3(a)(2)(A). After sixty-five (65) calendar days from the postmark date of the notice sent by Plaintiff, Plaintiff may “commence a civil action pursuant to Section 2699.” Code § 2699.3(a)(2)(A).

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

91. 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 BLLC as a motion picture production crew member in California (“Aggrieved Employees”) during the period from one year prior to the filing of the PAGA Notice until this case is resolved.

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

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

Employers must afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer. Plaintiff has not been provided with an opportunity to inspect or copy all payroll records within 21 days of request. Upon information and belief, other Aggrieved Employees have requested their payroll records but have not been given access to them pursuant to section 226(b). 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.

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

Employers must afford current and former employees the right to inspect or copy the personnel records pertaining to that current or former employee, upon reasonable request to the employer. Aggrieved Employees have requested but have not been provided with an opportunity to inspect or copy all personnel records within 30 days of request. Upon information and belief, other Aggrieved Employees have requested their personnel records but have not been given access to them pursuant to section 1198.5. 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.

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

Employers are required to give a copy of any instrument relating to the obtaining or holding of employment, if signed by an employee, upon request. Aggrieved Employees have requested but have not received all of 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

1 by section 204 due to the failure to allocate sufficient resources to the payroll function. The failure of  
2 Defendants to make timely payments within the time provided for has been and is “willful” within the  
3 meaning of such word as used in Section 210 of the Code.

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

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

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

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

19 Here, Plaintiff and Aggrieved Employees were not timely paid all wages due upon their  
20 separation from Defendants’ employ including rest break premiums.

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

25 **6. Wages by check on which payment refused under Code § 203.1.**

26 Certain of the Aggrieved Employees were intentionally paid their wages with checks that  
27 subsequently were refused payment due to insufficient funds. Code § 203.1 provides that:

28 If an employer pays an employee in the regular course of employment or in accordance  
with Section 201, 201.3, 201.5, 201.7, or 202 any wages or fringe benefits, or both, by check,  
draft or voucher, which check, draft or voucher is subsequently refused payment because the  
employer or maker has no account with the bank, institution, or person on which the instrument  
is drawn, or has insufficient funds in the account upon which the instrument is drawn at the time  
of its presentation, so long as the same is presented within 30 days of receipt by the employee of  
the check, draft or voucher, those wages or fringe benefits, or both, shall continue as a penalty  
from the due date thereof at the same rate until paid or until an action therefor is commenced [up  
to 30 days].

Here, Aggrieved Employees were not paid immediately after a dishonored check was presented  
to Defendants and waited up to, or more than 30 days, to be paid after informing Defendants.

**7. Unlawful Deductions under Code § 221.**

Under Code §§ 221, 222 and 223, it is “unlawful for any employer to collect or receive from an  
employee any part of wages theretofore paid by said employer to said employee” and it is “unlawful to  
secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”  
Section 222 states that with respect to wages agreements via a collective bargaining agreement, an  
employer may not wilfully, unlawfully or with “intent to defraud an employee, a competitor, or any  
other person, [] withhold from said employee any part of the wage agreed upon.”

Here, Defendants made improper deductions for which Aggrieved Employees did not expressly  
authorize in writing.

Section 225.5 provides for a civil penalty of \$100 for each failure to pay each employee in an  
initial violation and \$200 for each failure to pay each employee in a subsequent violation, plus 25  
percent of the amount unlawfully withheld.

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

1 Aggrieved Employees have not been provided a wage statement as required by Code section  
2 226(a). The foregoing was the intentional misconduct of Defendants that was intended to mislead and  
3 injure Aggrieved Employees insofar as they were subjected to confusion and deprived of information to  
4 which they were legally entitled:

- 5 a. The wage statements failed to include, among other required information, the “gross wages  
6 earned” as it only shows the gross wages eventually paid.
- 7 b. The wages statements failed to include, among other required information, the “total hours  
8 worked by the employee” as it only shows the total hours eventually paid.
- 9 c. The wage statements failed to include, among other required information, “all deductions,  
10 provided that all deductions made on written orders of the employee may be aggregated and  
11 shown as one item.”
- 12 d. The wage statements failed to include, among other required information, the “net wages  
13 earned.”
- 14 e. The wage statements failed to include, among other required information, the “inclusive dates of  
15 the period for which the employee is paid” as it appears to only show the date/dates worked and  
16 do not show the start and end date for each pay period.
- 17 f. The wage statements failed to include, among other required information, “all applicable hourly  
18 rates in effect during the pay period and the corresponding number of hours worked at each  
19 hourly rate by the employee.”
- 20 g. The wage statements failed to include, among other required information, the “the rate of pay  
21 and the total hours worked for each temporary services assignment”

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

#### 28 **9. 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 that it issues to Plaintiff 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.”

#### **10. 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 Labor Code provisions for which a civil penalty is not specifically provided.

#### **11. 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, Plaintiff Zucker worked over 6 or 12 hours in a day but was not provided with compliant meal breaks. Many were not paid a meal break premium. Aggrieved Employees were not permitted to leave the set of the Production for meal periods, and were required to keep their walkie talkies and/or cell phones on so that they could be reached at all times. They were required to respond regardless of whether they were on a meal or rest break.

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. 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 Plaintiff 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 Labor Code provisions for which a civil penalty is not specifically provided.

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

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

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.

**13. Improper classification of employees as independent contractors in violation of Code § 226.8.**

Aggrieved Employees were willfully misclassified as independent contractors even though they were employees. Production crew members are employees who are granted specific protections under the Labor Code, as defined in Code § 201.5. Defendants' failure to properly classify as employees all Aggrieved Employees was done on a regular and consistent basis. Code section 226.8 requires "a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law." If the employer is found to have engaged in a "pattern or practice" of misclassifying employees, it is subject to a "civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law." Cal. Lab. Code § 226.8(c).

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

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

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

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 Labor Code provisions for which a civil penalty is not specifically provided.

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

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

Here, Plaintiff and other Aggrieved Employees were not paid at the proper corresponding rate for all hours worked, including overtime as a result of the following:

1. Defendants' misclassification of these individuals as independent contractors.
2. Defendants did not record actual hours and failed to pay for all time worked.
3. Defendants' failure to pay for all time spent driving/and or travelling from site to site.
4. Defendants failure to calculate the correct overtime rate under Code § 515.
5. Aggrieved Employees routinely work "off the clock" to attend mandatory meetings beyond their scheduled call time.
6. Plaintiff and the Aggrieved Employees are routinely paid until an arbitrary time in the day and not until they have actually ceased working.

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

addition to an amount sufficient to recover underpaid wages.

**16. Failure to keep complete and accurate payroll records.**

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

**17. Failure to furnish reporting time pay in violation of Applicable Wage Order § 5.**

Defendants failed to compensate for reporting time pay. Upon information and belief, Aggrieved Employees reported to work but were not put to work or not furnished at least half of the usual or scheduled hours. If an employee is required to report to work but is not put to work or is furnished less than half of the employee's usual or scheduled day's work, such Aggrieved Employee is entitled to be paid for half the usual or scheduled day's work. 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 Labor Code provisions for which a civil penalty is not specifically provided.

**18. Failure to provide rest day in violation of Code § 551.**

Pursuant to Code § 551 Defendants failed to provide Plaintiff and the Aggrieved Employees with one day of rest in seven consecutive days worked. Code § 551 states: "Every person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Defendants failed to provide this day of rest.

**19. Failure to provide seating in violation of Wage Order § 14.**

Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the Industrial Welfare Commission (IWC) or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Additionally, Labor Code § 1198 states that the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees and forbids the employment of any employee under conditions of labor prohibited by the commission's wage orders. Section 14 of the applicable IWC Wage Order requires employers to provide employees with suitable seats when the nature of work reasonably permits the use of seats. Here, Defendants did not provide suitable seats for employees even though the nature of work reasonably permitted the use of seats.

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 Labor Code provisions for which a civil penalty is not specifically provided.

**20. Personal Liability of Defendant Charles Marie-Anthonioz under Code § 558.**

Defendant Charles Marie-Anthonioz was an employer and/or "other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission" as he was an owner, Director, CFO and CEO of Defendant ICI who controlled the payment of wages. Under Code § 558, Defendant Marie-Anthonioz is responsible for the civil penalties for violation of minimum wages, overtime wages, meal and rest breaks, and reporting time pay.

Aggrieved Employees are entitled to recover as follows:

(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.

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

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

21. **Personal Liability of Defendant Charles Marie-Anthonioz under Code § 1197.1**

Defendant Charles Marie-Anthonioz was an employer and/or “other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the Commission.” Defendant Marie-Anthonioz was an owner, Director, CFO and CEO of Defendant ICI, which had control over the payment of wages and intentionally caused Aggrieved Employees to be paid less than was required by the Labor Code and the Applicable Wage Order. Defendant is responsible for minimum wage restitution, liquidated damages and Code § 203 penalties. Aggrieved Employees are entitled to recover as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) 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, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(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 underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(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.  
Cal. Lab. Code § 1197.1(a).

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

1. That the Court certify the Classes.

2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the failure of Defendants to make payment of Plaintiff ’ and the Code Class Members’ wages was in violation of section 201.3, 201.5, 203 and/or 204 of the Code, and was “willful” as that word is used in section 203 of the Code, and that the Court enter judgment against Defendants in favor of Plaintiff and Code Class Members. That judgment be entered in favor of Plaintiff and the Class in the amount of at least \$900,000 or more, in an amount according to law and proof, interest thereon, and costs and reasonable attorneys’ fees in accordance with the provisions of Code section 218.5.

3. That, under the Second Cause of Action for Failure to Pay Minimum Wages, this Court enter judgment in favor of Plaintiff and the Code Class against Defendants in the amount of unpaid minimum wages and liquidated damages according to proof, in the amount of at least \$30,000, interest thereon, and costs and reasonable attorneys’ fees pursuant to the applicable Code requirements, including Code sections 1194 and 1194.2.

4. That, under the Third Cause of Action, this Court enter judgment in favor of Plaintiff

1 Zucker and the 17200 Class in an amount according to proof in the amount of at least \$30,000, and  
2 award them their damages, penalties, and costs of suit.

3 5. That, under the Fourth Cause of Action, this Court enter judgment in favor of Plaintiff  
4 and the 17200 Class in an amount according to proof in the amount of at least \$30,000, and award them  
5 their damages, penalties, and costs of suit.

6 6. That, with respect to the Fifth Cause of Action for Unfair Competition, this Court enter  
7 judgment in favor of Plaintiff and the 17200 Class against Defendants in an amount according to proof.  
8 Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore any and  
9 all amounts—including interest—withheld, acquired, or converted by Defendants by means of the unfair  
10 practices complained of herein. Plaintiff, on behalf of himself, as well as on behalf of the general  
11 public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Code and 1021.5 of the  
12 Code of Civil Procedure. In addition, Plaintiff seeks the appointment of a receiver as necessary.

13 7. That, with respect to the Sixth Cause of Action this Court award Plaintiff Zucker  
14 judgment in his favor and in favor of the Class Members against all Defendants in an amount according  
15 to proof, interest thereon, costs and reasonable attorney's fees in accordance Code section 2802.

16 8. That, with respect to the Seventh Cause of Action this Court award Plaintiff Zucker  
17 judgment in his favor and against Defendant ICI in the amount of at least \$750 or according to proof,  
18 interest thereon, costs and reasonable attorney's fees.

19 9. That, with respect to the Eighth Cause of Action this Court award Plaintiff Zucker  
20 judgment in his favor and against Defendant ICI in the amount of at least \$750 or according to proof,  
21 interest thereon, costs and reasonable attorney's fees.

22 10. That under the Ninth Cause of Action, this Court enter judgment in favor of Plaintiff, not  
23 including interest thereon, reasonable attorneys' fees and cost of suit, and enter judgment in favor of the  
24 226 Class Members against Defendants in the amount of damages, interest, and costs, according to  
25 proof, and costs and reasonable attorneys' fees in accordance with the provisions of Code section  
26 226(e).

27 11. That under the Tenth Cause of Action this Court award Plaintiff, the State of California,  
28 and other former and current Aggrieved Employees their civil penalties, attorney's fees, and costs of

1 suit, all according to proof, pursuant to the cited sections of the Labor Code and the applicable Wage  
2 Orders as heretofore articulated.

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

6 DATED: February 13, 2024

HARRIS & RUBLE

*Alan Harris*

Alan Harris  
Attorney for Plaintiff