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Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

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

16 THEO HYPPOLITE and BRYAN CASSERLY
17 individually and on behalf of all others similarly
18 situated,

19 Plaintiff,

20 v.

21 BEVERLY BOY PRODUCTIONS, INC.;
22 KAEL BEVERLY; and DOE 1 through and
23 including DOE 10,

24 Defendants.

Case No: **24STCV10510**

CLASS ACTION & PAGA COMPLAINT

1. Cal. Lab. Code §§ 201.5 and 203, Continuing Wages
2. Cal. Lab. Code § 226(a), Failure to Provide Compliant Pay Stubs
3. Cal. Lab. Code §§ 510, 515 and 1198, Failure to Pay Overtime
4. Cal Lab. Code §§ 1194, 1197 and 1197.1, Failure to Pay Minimum Wages
5. Cal. Lab. Code § 226.7 and 512(a), Failure to Provide Meal Breaks
6. Cal. Lab. Code § 226.7, Failure to Provide Rest Breaks
7. Cal. Bus. & Prof. Code § 17200, Unfair Competition
8. Cal. Lab. Code § 226(b), Failure to Provide Employment Records
9. Cal. Lab. Code § 1198.5, Failure to Provide Employment Records
10. Code § 2698 et seq., PAGA

JURY TRIAL DEMANDED

1 Plaintiffs THEO HYPPOLITE and BRYAN CASSERLY, each by and through his undersigned
2 attorneys, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a representative action brought under the California Labor Code Private Attorneys
5 General Act (“PAGA”), seeking relief under state law on account of unpaid wages, unpaid overtime,
6 damages, continuing wages, liquidated damages, penalties, restitution and attorneys’ fees and costs.

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. Each of Plaintiffs THEO HYPPOLITE (“Hyppolite”) and BRYAN CASSERLY
13 (“Casserly”) is an individual, who, during the time periods relevant to this Complaint, was and is a
14 resident of the County of Los Angeles, State of California.

15 4. Defendant BEVERLY BOY PRODUCTIONS, INC. (“BEVERLY BOY
16 PRODUCTIONS”) at all times relevant herein, conducted business within the County of Los Angeles of
17 the State of California.

18 5. Defendant Kael Beverly (“BEVERLY”) at all times relevant herein, conducted
19 business within the County of Los Angeles of the State of California. BEVERLY is the owner/operator
20 of BEVERLY BOY PRODUCTIONS, and was in charge of all aspects of the production in question.

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

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

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

GENERAL ALLEGATIONS

9. Defendants BEVERLY BOY PRODUCTIONS employed each Plaintiff and the Aggrieved Employees as crew members for the creation of a motion picture video entitled “Imagine This” (the “Production”) on or about May 15, 2023.

10. Defendants are “temporary services employers” as defined by Code § 201.3 and required to pay workers no less frequently than weekly. As a “temporary services employer,” BEVERLY BOY PRODUCTIONS is an employing unit which contracts with clients to supply workers to perform services to its clients. BEVERLY BOY PRODUCTIONS performs all of the following functions and did so in the present Production: (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.

11. Although each Plaintiff should have been paid in full for the accrued minimum wages and overtime, issued legally compliant wage statements, and reimbursed for all expenses no later than as required by Code §§ 201.3 and/or 201.5, he has yet to be paid properly.

12. Defendants failed to fully compensate each Plaintiff and other nonexempt workers who performed services on the Production or other such projects produced in California for Defendants (“Aggrieved Employees”) for work performed. Each Plaintiff and the Aggrieved Employees worked on the Production as well as on other California motion picture projects, toiling in excess of eight hours in a single day and/or over forty hours in a work week, yet not being paid timely or with appropriate wage statements, all due to Defendant’s insufficient funding of the payroll accounting function.

13. At all relevant times mentioned herein, Wage Order 12 of the California Industrial Welfare Commission applied to Plaintiff and Aggrieved Employees. In part, the Wage Order reflects employer obligations regarding hours and days of work, reporting time pay and records (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and Aggrieved Employees). The Wage Order provides, in relevant part:

3. Hours and Days of Work.

(A) Daily Overtime - General Provisions

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

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

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

...

7. Records.

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

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

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

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

...

11. Meal Periods.

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

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

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

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

17 **12. Rest Periods.**

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

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

Cal. Code Regs., Title 8 §§ 11110, 11120.

14. At all relevant times mentioned herein, section 201.5 of the California Labor Code
provided in part:

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

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

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

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

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

1 (3) "Next regular payday" means the day designated by the employer, pursuant to Section
2 204, for payment of wages earned during the payroll period in which the termination
occurs.

3 (4) "Production or broadcasting of motion pictures" means the development, creation,
4 presentation, or broadcasting of theatrical or televised motion pictures, television
5 programs, commercial advertisements, music videos, or any other moving images,
6 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.

7 (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
8 the time of the termination **by the next regular payday**.

9 (c) The payment of wages to employees covered by this section may be mailed to the
employee or made available to the employee at a location specified by the employer in
10 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
11 employee or made available to the employee at the location specified by the employer,
whichever is earlier.

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

14 (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
15 by this section if those provisions do not exceed the time limitation established in Section
204.

16 Cal. Lab. Code § 201.5. At all relevant times mentioned herein, §§ 201.3 and/or 201.5 of the California
17 Labor Code controlled the final payment of wages to Plaintiff and the Aggrieved Employees.

18 15. At all relevant times mentioned herein, section 203 of the California Labor Code
19 provided:

20 If an employer willfully fails to pay, without abatement or reduction, in accordance with
21 Sections 201, 201.5, 202 and 202.5, 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
22 the same rate until paid or until action therefore is commence; but the wages shall not
continue for more than 30 days.

23 Cal. Lab. Code § 203.

24 16. By failing to pay Plaintiff and Aggrieved Employees all wages when due at the end of
25 employment, Plaintiff and Aggrieved Employees are entitled to continuing wages pursuant to section
26 203 of the California Labor Code.

27 17. At all times relevant herein, section 204 of the California Labor Code provided in part:
28

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

5 Cal. Lab. Code § 204.

6 18. In no event should Plaintiff or the Aggrieved Employees have been paid later than the
7 time periods established by sections §§ 201.3, 201.5 and/or 204 of the California Labor Code, but
8 certain payments to Plaintiff and the Aggrieved Employees were made months after they were due, or
9 not at all, leading to penalties and civil penalties under sections 203 and 204 of the California Labor
10 Code.

11 19. At all times relevant herein, section 210 of the California Labor Code provided:

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

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

21 20. At all relevant times mentioned herein, section 510(a) of the California Labor Code
22 provided:

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

1 Cal. Lab. Code § 510.

2 21. Defendants failed to pay proper minimum wage or overtime to Plaintiff and Aggrieved
3 Employees.

4 22. At all relevant times mentioned herein, section 515(d)(2) of the California Labor Code
5 provided:

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

8 Cal. Lab. Code § 515(d)(2). Accordingly, a daily wage rate is "deemed to provide compensation only for
9 the employee's regular, nonovertime hours" too. Alvarado v. Dart Container Corp. of Cal., 4 Cal. 5th
10 542, 564–65 (2018), as modified (Apr. 25, 2018) ("the Legislature expressly endorsed the principle that
11 flat sum nonhourly compensation should be factored into an employee's regular rate of pay by dividing
12 the flat sum by the number of nonovertime hours that exist in the relevant period, and that the flat sum
13 compensates the worker for only nonovertime hours worked.") The California Supreme Court based its
14 holding on fundamental principles that "the obligation to pay premium pay for overtime work reflects a
15 state policy favoring an eight-hour workday and a six-day 40-hour workweek, and discouraging
16 employers from imposing work in excess of those limits." Alvarado, 4 Cal. 5th at 539. Therefore,
17 Plaintiff was not paid properly for his overtime.

18 23. At all relevant times mentioned herein, section 1194 of the California Labor Code
19 provided:

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

24 Cal. Lab. Code § 1194.

25 24. Plaintiff and Aggrieved Employees were not timely paid the minimum wages and/or
26 overtime to which they were entitled. Accordingly, they are entitled to liquidated damages under
27 section 1194.2.

28 25. At all relevant times mentioned herein, section 558.1 of the California Labor Code

provided:

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

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

Cal. Lab. Code § 558.1. Defendants are the joint 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.

26. At all relevant times mentioned herein, section 558 of the California Labor 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.

Cal. Lab. 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 California Labor Code referenced herein.

27. At all relevant times mentioned herein, section 226 of the California Labor 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

1 employee identification number other than a social security number, (8) the name and
2 address of the legal entity that is the employer and, if the employer is a farm labor
3 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
4 legal entity that secured the services of the employer, and (9) all applicable hourly rates
5 in effect during the pay period and the corresponding number of hours worked at each
6 hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary
7 services employer as defined in Section 201.3, the rate of pay and the total hours worked
8 for each temporary services assignment. The deductions made from payment of wages
9 shall be recorded in ink or other indelible form, properly dated, showing the month, day,
10 and year, and a copy of the statement and the record of the deductions shall be kept on
11 file by the employer for at least three years at the place of employment or at a central
12 location within the State of California. . . .

13 Cal. Lab. Code § 226. Defendants did not provide Plaintiff or other Aggrieved Employees wage
14 statements with all required information, such as total hours worked or applicable hourly rates.

15 28. Labor Code sections 226.7, 512 and Section 12 of the Wage Order require an employer to
16 pay an additional hour of compensation for each rest break and/or meal period the employer fails to
17 provide. Section 12 requires that “No employer shall employ any person for a work period of more than
18 six (6) hours without a meal period of not less than thirty (30) minutes, nor more than one (1) hour.
19 Subsequent meal period for all employees shall be called not later than six (6) hours after the
20 termination of the preceding meal period.” Defendants failed to maintain a policy informing all similarly
21 situated employees of these rights.

22 29. Here, Defendants failed to apprise all similarly situated employees of their rights
23 associated with meal periods and failed to provide timely meal periods. Defendants have had a
24 consistent policy requiring all similarly situated employees to keep their radios on even during meal and
25 rest breaks. At all relevant times mentioned herein, section 226.7 of the California Labor Code provided:

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

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

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

1 Cal. Lab. Code § 226.7. Since his work required that he be in constant radio communication with
2 Defendants, he was never provided a proper meal or rest break. Upon information and belief, other class
3 members were also not provided proper meal and rest breaks.

4 **CLASS-ACTION ALLEGATIONS**

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

8 For the period three years and 180 days prior to the filing of this Complaint to date, all persons
9 issued wage statements on account of services provided for Defendants in the production of
10 Motion Pictures (such persons are referred to hereafter as Code Class Members, and such period
is referred to hereafter as the Code Class Period).

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

12 For the period one year prior to the filing of this Complaint to date, all persons paid wages on
13 account of services provided for Defendants in the production of Motion Pictures (such persons
are referred to hereafter as 226 Class Members, and such period is referred to hereafter as the
Class Period).

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

15 For the period four years and 180 days prior to the filing of this Complaint to date, all persons
16 paid wages on account of services provided for Defendants in the production of Motion Pictures
17 (such persons are referred to hereafter as 17200 Class Members, and such period is referred to
hereafter as the Class Period).

18 **A. Numerosity**

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

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

27 **B. Commonality**

28 33. There are questions of law and fact common to each Class that predominate over any

1 questions affecting only individual Class Members. These common questions of law and fact include,
2 without limitation:

- 3 a. Whether Defendants failed to pay all wages in a timely fashion in violation of sections
4 201.3, 201.5, 203 and/or 204 of the Code.
- 5 b. Whether Defendants' failure to provide accurate itemized wage statements to each and
6 every employee violates section 226(a).
- 7 c. Whether Defendants untimely and/or nonpayment of wages give rise to liquidated
8 damages for failure to pay minimum wages under section 1194.2.
- 9 d. Whether Defendants failed to provide meal breaks to each and every employee.
- 10 e. Whether Defendants failed to provide rest breaks to each and every employee.

11 **C. Typicality**

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

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

20 **D. Adequacy of Representation**

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

24 **E. Superiority of Class Action**

25 37. A class action is superior to other available means for the fair and efficient adjudication
26 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and
27 fact common to the Class predominate over any questions affecting only individual members of the
28 Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants'

1 illegal policy and/or practice of failing to pay hourly wages, failing to pay overtime wages, failing to
2 provide Class Members rest and meal periods without legal compensation. Class action treatment will
3 allow those similarly situated persons to litigate their claims in the manner that is most efficient and
4 economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely
5 to be construed in the management of this action that would preclude its maintenance as a class action.
6 The disposition of all claims of the Class Members in a class action, rather than in individual actions,
7 benefits the parties and the Court. The interest of the Class Members in controlling the prosecution of
8 separate claims against Defendants is small when compared to the efficiency of a class action.

9 **FIRST CAUSE OF ACTION**

10 (Continuing Wages, California Labor Code §§ 201.3, 201.5, 203, and/or 204
11 On Behalf of each Plaintiff and the Code Class against All Defendants)

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

14 39. Defendants employed Plaintiff. As of the date of filing of this Complaint, Plaintiff has
15 not been timely compensated in full for their services.

16 40. Upon information and belief, Aggrieved Employees the Code Class have not been timely
17 compensated in full for their services. Plaintiff and the Code Class consistently worked more than 6-
18 hour and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their
19 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
20 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
21 entitled to an additional thirty minutes of wages for each faux meal break.

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

25 42. Pursuant to section 203 of the California Labor Code, Plaintiff and the Class Members
26 are entitled to continuing wages from Defendants in an amount according to proof. Plaintiff and
27 Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section
28 218.5 of the California Labor Code in the total sum of \$50,000.00 per plaintiff, for a total of \$150,000.

SECOND CAUSE OF ACTION

(Failure to Provide Compliant Pay Stubs, Cal. Lab. Code § 226(a)
On Behalf of each Plaintiff and the 226 Class Against All Defendants)

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

44. Defendants failed to provide Plaintiff and the 226 Class with wage statements conforming to the requirements of section 226(a) of the Code.

45. The foregoing was intentional misconduct of Defendants that injured Plaintiff and Aggrieved Employees insofar as they were deprived of information to which they were legally entitled, including but not limited to, hours worked, the inclusive dates of the pay period, the name and address of the legal entity that is the employer, and all applicable rates of pay.

46. The failure of Defendants to provide compliant wage statements violates section 226(a) of the Code. The failure caused them injury by depriving them of information to which they are legally entitled. Accordingly, Plaintiff and Class Members are entitled to damages in an amount according to proof and costs and reasonable attorney's fees in accordance with the provisions of Code section 226(e), all in a sum according to proof. Plaintiff is entitled to an amount according to proof of at least \$4,000 each, not including interest thereon, reasonable attorneys' fees of no less than 100,000, and cost of suit.

THIRD CAUSE OF ACTION

(Damages for Unpaid Overtime Compensation,
California Labor Code §§ 510, 515 and 1198
On Behalf of each Plaintiff and the Code Class against All Defendants)

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

48. Plaintiff, as well as the Code Class, worked many hours for Defendants, including overtime, without compensation for work performed, as required by law.

49. Plaintiff and the Code Class are entitled to recover an amount of \$50,000 each. Plaintiff and the Code Class are also entitled to recover costs and reasonable attorneys' fees of no less than \$100,000, under section 1194 of the California Labor Code.

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FOURTH CAUSE OF ACTION

(Damages for Unpaid Minimum Wages,
California Labor Code §§ 510, 1194, 1194.2 and 1198
On Behalf of each Plaintiff and the Code Class against All Defendants)

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

51. Plaintiff and the Code Class worked many hours for Defendants, without compensation for work performed, as required by law.

52. Plaintiff and the Code Class are entitled to recover liquidated damages under section 1194.2 of the California Labor Code in an amount of \$50,000 each. Plaintiff and Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees of no less than \$100,000, under section 1194 of the California Labor Code.

FIFTH CAUSE OF ACTION

(Failure to Provide Meal Breaks, Cal. Lab. Code §§ 226.7 and 512
On Behalf of each Plaintiff and the Code Class and Against All Defendants)

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

54. Labor 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 six-hour work period.

55. Upon information and belief, Aggrieved Employees the Code Class have not been timely compensated in full for their services. Plaintiff and the Code Class consistently worked more than six-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 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.

56. Pursuant to Labor Code section 226.7, Plaintiff and Class Members are entitled to damages in an amount equal to one hour of wages per missed meal break, equal to \$5,000 each.

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(Failure to Provide Rest Breaks, Cal. Lab. Code §§ 226.7

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

58. Labor 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.

59. Upon information and belief, Aggrieved Employees the Code Class have not been timely compensated in full for their services. Plaintiff and the Code Class consistently worked more than six-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 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.

60. Pursuant to Labor Code section 226.7, Plaintiff and the Code Class are entitled to damages in an amount equal to one hour of wages per missed meal break, equal to \$5,000 each.

SEVENTH CAUSE OF ACTION

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

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

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

63. Defendants' violations of the California wage and hour laws constitutes a business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and Aggrieved Employees.

64. Defendants have avoided payment of wages and overtime wages and other benefits required by the California Labor Code, the California Code of Regulations, and the applicable IWC

1 Wage Order. Upon information and belief, Aggrieved Employees the 17200 Class have not been timely
2 compensated in full for their services. Plaintiff and the 17200 Class consistently worked more than 6-
3 hour and/or 12-hour shifts. However, they were required to keep their walkie talkies or radios on their
4 persons, turned on and audible at all times, including their rest periods and meal breaks and/or they were
5 precluded from leaving the set during their breaks. Accordingly, they were denied their breaks and are
6 entitled to an additional thirty minutes of wages for each faux meal break.

7 65. As a result of Defendants' unfair and unlawful business practices, Defendants have
8 reaped unfair and illegal profits during the relevant time period herein at the expense of Plaintiff and the
9 Aggrieved Employees and members of the public. Defendants should be made to disgorge their ill-
10 gotten gains and to restore them to Plaintiff and Aggrieved Employees.

11 66. The actions of Defendants entitle Plaintiff to seek the remedies available under section
12 17200 et seq. Plaintiff seeks full restitution of said amounts from Defendants, as necessary and
13 according to proof, to restore any and all amounts—including interest—withheld, acquired, or converted
14 by Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of
15 themselves, as well as on behalf of the general public, further seeks attorney's fees and costs of no less
16 than \$100,000 pursuant to sections 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure.
17 In addition, Plaintiff seeks the appointment of a receiver as necessary.

18 **EIGHTH CAUSE OF ACTION**

19 (Failure to Provide Employment Records Upon Request Cal. Lab. Code § 226(b)
20 On Behalf of each Plaintiff Against Defendants)

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

23 68. Pursuant to Labor Code section 226(b), an employer shall afford current and former
24 employees the right to inspect or copy the records pertaining to that current or former employee, upon
25 reasonable request to the employer.

26 69. Plaintiff have requested that Defendants permit inspection or copying of their
27 employment records pursuant to Labor Code section 226(b). Defendants have failed to provide Plaintiff
28 with an opportunity to inspect or copy their employment records within 21 days of their requests.

1 Defendants have not produced any records at all.

2 70. Pursuant to Labor Code Section 226(b) and (f), Plaintiff is entitled, and hereby seek to
3 recover from Defendants a seven-hundred-fifty-dollar (\$750) penalty for each violation, reasonable
4 attorney's fees, and the costs of bringing this cause of action.

5 **NINTH CAUSE OF ACTION**

6 (Failure to Provide Employment Records Upon Request Cal. Lab. Code §1198.5
7 On Behalf of each Plaintiff Against Defendants)

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

10 72. Pursuant to Labor Code section 1198.5, an employer shall afford current and former
11 employees the right to inspect or copy the personnel records pertaining to that current or former
12 employee, upon reasonable request to the employer.

13 73. Plaintiff have requested that Defendants permit inspection or copying of their personnel
14 records pursuant to Labor Code section 1198.5. Defendants have failed to provide Plaintiff with an
15 opportunity to inspect or copy the employment records within 30 days of their request.

16 74. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby seek to
17 recover from Defendants a seven-hundred-fifty-dollar (\$750) penalty per Defendant, reasonable
18 attorney's fees, and the costs of bringing this cause of action.

19 **POTENTIAL TENTH CAUSE OF ACTION**

20 California Labor Code § 2698 et seq. Civil Penalties
21 (On Behalf of Plaintiff, the California Labor & Workforce Development Agency and Aggrieved
22 Employees Against Defendant Beverly Boy Productions)

23 75. Plaintiff realleges and incorporates herein by reference the allegations contained in this
24 First Amended Complaint as though fully set forth herein.

25 76. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about January 26, 2023,
26 Plaintiff submitted their PAGA Claim Notice online to the California Labor and Workforce
27 Development Agency ("LWDA") and notified the LWDA of the specific provisions of the Labor Code
28 alleged to have been violated by Defendant Beverly Boy Productions, including the theories set forth in
the Complaint. Also on that day, Plaintiff gave written notice by certified mail to the Registered Agent
for Service of Process for Defendant Beverly Boy Productions of the specific provisions of the Labor

1 Code alleged to have been violated by Defendant.

2 77. With respect to this PAGA claim, Plaintiff seeks to represent all Aggrieved Employees,
3 defined as Plaintiff and/or other persons who performed services on the Production or other such
4 projects produced in California for Defendants during the period of time commencing August 17, 2021,
5 or one year prior to the filing of the PAGA Claim Notice with the LWDA.

6 78. At all relevant times, California Labor Code section 2699.3(a)(2)(A) provided:

7 The agency shall notify the employer and the aggrieved employee or representative by certified
8 mail that it does not intend to investigate the alleged violation within 60 calendar days of the
9 postmark date of the notice received pursuant to Paragraph (1). Upon receipt 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.

10 Cal. Lab. Code § 2699.3(a)(2)(A).

11 79. When sixty-five (65) calendar days of the postmark date of the notice sent by Plaintiff
12 have passed, Plaintiff may “commence a civil action pursuant to Section 2699.” Cal. Lab. Code §
13 2699.3(a)(2)(A). More than sixty-five calendar day have passed since Plaintiff gave written notice of
14 the PAGA violations to the LWDA and Defendants.

15 80. Plaintiff contends that sections 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 515, 558,
16 558.1, 1194, 1197, 1198, 2802, and 2699 et seq. of the Labor Code enable them to recover civil
17 penalties under PAGA, as well as attorney’s fees and costs, from Defendant Beverly Boy Productions,
18 through a civil action on behalf of themselves and other Aggrieved Employees.

19 81. Plaintiff seeks to recover the PAGA civil penalties through a representative action
20 permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969
21 (2009). Therefore, class certification of the PAGA claims is not required.

22 82. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
23 Code provisions: 201.3, 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1194, 1197,
24 1198, 2802, and 2699 et seq.

25 83. Plaintiff contends that the failure of Defendants to make timely payments within the time
26 provided for has been and is “willful” within the meaning of such word as used in Section 210 of the
27 California Labor Code and that, accordingly, each Aggrieved Employee who was not timely paid his or
28 her timely wages during their employment is entitled to civil penalties. Labor Code section 210

1 provides for a penalty of \$100 for each initial violation and \$200 for each subsequent, or willful or
2 intentional violation plus 25 percent of the amount unlawfully withheld.

3 84. Failure to pay wages and/or final wages to Plaintiff and Aggrieved Employees in
4 violation of Labor Code §§ 201.5 and 203. With respect to violations of Labor Code § 201.5, Plaintiff
5 contends that the failure of Defendants to make final payments within the time provided for has been
6 and is “willful” within the meaning of such word as used in Section 203 of the California Labor Code
7 and that, accordingly, each Aggrieved Employee who was not timely paid his or her final wages is
8 entitled to civil penalties. Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period
9 per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for
10 subsequent violations for all Labor Code provisions for which a civil penalty is not specifically
11 provided.

12 85. Failure to provide compliant itemized wage statements to Plaintiff and Aggrieved
13 Employees in violation of Labor Code § 226(a). Plaintiff and other Aggrieved Employees have not been
14 provided a wage statement as required by Labor Code section 226(a). The foregoing was the intentional
15 misconduct of Defendants that was intended to mislead and injure Plaintiff and other Aggrieved
16 Employees insofar as they were subjected to confusion and deprived of information to which they were
17 legally entitled. Section 226(e) provides that any employee who suffers injury as a result of a knowing
18 and intentional failure by the employer to comply with its obligation to provide wage statements
19 containing all of the information referenced above is entitled to recover the greater of his actual damages
20 or \$50 for the first violation by the employer. The employee is also entitled to recover \$100 for each
21 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000.

22 86. Failure to provide proper rest and meal periods to Plaintiff and Aggrieved Employees.
23 Plaintiff and Aggrieved Employees were not provided with timely meal and rest periods in violation of
24 Labor Code section 226.7 and the applicable Living Wage Order sections 11 and 12. Labor Code section
25 226.7 requires “one additional hour of pay at the employee’s regular rate of compensation for each
26 workday that the meal or rest or recovery period is not provided.”

27 87. Failure to reimburse necessary business expenses under Labor Code § 2802. Plaintiff and
28 Aggrieved Employees were not reimbursed for necessary business expenses. Labor Code 2699 et seq.

1 imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for initial
2 violations, and two hundred dollars per pay period per aggrieved employee for subsequent violations for
3 all Labor Code provisions for which a civil penalty is not specifically provided.

4 88. Improper classification of employees as independent contractors in violation of Labor
5 Code § 226.8. Plaintiff and Aggrieved Employees were willfully misclassified as independent
6 contractors even though they were not exempt employees. Labor Code section 226.8 requires “a civil
7 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars
8 (\$15,000) for each violation, in addition to any other penalties or fines permitted by law.” If the
9 employer is found to have engaged in a “pattern or practice” of misclassifying employees, it is subject to
10 a “civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand
11 dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.” Cal.
12 Lab. Code § 226.8(c).

13 89. Failure to pay minimum and overtime wages to Plaintiff and Aggrieved Employees in
14 violation of Labor Code §§ 510, 558, 1194, and 1198. Both late payment and non-payment of minimum
15 wages violate the state statute requiring the payment of a minimum hourly wage. Labor Code section
16 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for
17 initial violations for each underpaid employee for each pay period for which the employee was
18 underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred (\$100) for
19 subsequent violations for each underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid wages.

21 90. Failure to keep complete and accurate payroll records. Failure to keep complete and
22 accurate payroll records relating to Plaintiff and Aggrieved Employees in accordance with California
23 Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor
24 Code section 1174(d).

25 91. With respect to violations of Labor Code sections 201.5 and 203 Plaintiff contend that the
26 failure of Defendants to make payments within the time provided for has been and is “willful” within the
27 meaning of such word as used in Section 203 of the California Labor Code and that, accordingly, each
28 Aggrieved Employee who was not timely paid his or her final wages is entitled to civil penalties for

1 which provision is made in Section 210 of the Labor Code on account of violations of section 204.

2 92. Labor Code § 2699(f) imposes a civil penalty of one hundred dollars (\$100) per pay
3 period, per Aggrieved Employee for initial violations, and two hundred dollars (\$200) per pay period,
4 per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil
5 penalty is not specifically provided.

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

7 1. That the Court certify the Class.

8 2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the
9 failure of Defendants to make payment of Plaintiff's and Class Members' wages was in violation of
10 section 201.3, 201.5, 203 and/or 204 of the California Labor Code, and was "willful" as that word is
11 used in section 203 of the California Labor Code, and that the Court enter judgment against Defendants
12 in favor of Plaintiff and Class Members. That judgment be entered in favor of each Plaintiff of at least
13 \$50,000.00 each and the Code Class in an amount according to law and proof, interest thereon, and costs
14 and reasonable attorneys' fees in accordance with the provisions of California Labor Code section 218.5,
15 for a total of \$5,000,000 in class damages.

16 3. That, under the Second Cause of Action for Failure to Provide Compliant Wage
17 Statements, this Court enter judgment in favor of Plaintiff and Class Members against Defendants. That
18 judgment be entered in favor of Plaintiff of at least \$50 and the 226 Class in an amount of at least \$4,000
19 each, and costs and reasonable attorneys' fees in accordance with the provisions of California Labor
20 Code section 226(e), for a total of \$400,000 in class damages.

21 4. That, under the Third Cause of Action for Failure to Pay Overtime, this Court enter
22 judgment in favor of Plaintiff and the Code Class against Defendants in the amount of unpaid overtime
23 and liquidated damages in an amount of \$50,000 each, interest thereon, and costs and reasonable
24 attorneys' fees pursuant to sections 1194, for a total of \$5,000,000 in class damages.

25 5. That, under the Fourth Cause of Action for Failure to Pay Minimum Wages, this Court
26 enter judgment in favor of Plaintiff and the Code Class against Defendants in the amount of unpaid
27 minimum wages and liquidated damages in an amount of \$50,000 each, interest thereon, and costs and
28 reasonable attorneys' fees pursuant to sections 1194 and 1194.2, for a total of \$5,000,000 in class

1 damages.

2 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiff and
3 the Code Class in an amount of \$250,000, and award them damages, penalties, and costs of suit, for a
4 total of \$5,000,000 in class damages.

5 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiff and
6 the Code Class in an amount of \$250,000, and award them damages, penalties, and costs of suit, , for a
7 total of \$5,000,000 in class damages.

8 8. That, with respect to the Seventh Cause of Action for Unfair Competition, this Court
9 enter judgment in favor of Plaintiff and the 17200 Class against Defendants in an amount of \$250,000.
10 Plaintiff seeks full restitution from Defendants, as necessary and according to proof, to restore any and
11 all amounts—including interest—withheld, acquired, or converted by Defendants by means of the unfair
12 practices complained of herein. Plaintiffs, on behalf of themselves, as well as on behalf of the general
13 public, further seeks attorney's fees and costs pursuant to sections 218.5 of the Labor Code and 1021.5
14 of the Code of Civil Procedure. In addition, Plaintiff seek the appointment of a receiver as necessary,
15 for a total of \$5,000,000 in class damages.

16 9. That, with respect to the Eighth Cause of Action, this Court enter judgment in favor of
17 each Plaintiff against Defendants of \$750 per Defendant, reasonable attorney's fees of not less than
18 \$50,000, and the costs of bringing this cause of action under Labor Code Section 226(b) and (f).

19 10. That, with respect to the Ninth Cause of Action, this Court enter judgment in favor of
20 each Plaintiff against Defendants of \$750 per Defendant, reasonable attorney's fees of no less than
21 \$50,000, and the costs of bringing this cause of action pursuant to Labor Code Section 1198.5(k), for a
22 total of \$5,000,000 in class damages.

23 11. That, with respect to the Tenth Cause of Action, this Court enter judgment in favor of
24 Plaintiff and the LWDA against Defendants for the amount of \$500,000, along with reasonable
25 attorney's fees and the costs of bringing this cause of action, for a total of \$5,000,000 in class damages.

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

1 DATED: April 25, 2024

HARRIS & RUBLE

Alan Harris

Alan Harris

Attorney for Plaintiff