

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

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10 *Attorneys for Plaintiff*
11 *Jon Enge*

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

14 JON ENGE, an individual, individually and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 PREMO STUDIOS, LLC, a California limited
19 liability company; CARY GRANT, JR. an
20 individual; DOE 1 through and including DOE
21 10,

22 Defendants.

Case No: 24STCV11455

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. Cal. Labor Code § 2698 et seq. PAGA

JURY TRIAL DEMANDED

1 Plaintiff Jon Enge by and through his undersigned attorneys, alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This is a representative action which will be amended and brought under the California
4 Labor Code Private Attorneys General Act (“PAGA”), seeking relief under state law on account of
5 unpaid wages, unpaid overtime, damages, continuing wages, liquidated damages, penalties, restitution
6 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. Plaintiff Jon Enge (“Enge”) is an individual, who, during the time periods relevant to this
13 Complaint, was and is a resident of the County of Los Angeles, State of California.

14 4. Defendant Premo Studios, LLC (“Premo Studios”) at all times relevant herein, conducted
15 business within the County of Los Angeles of the State of California.

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

24 6. Plaintiff is informed and believes and thereon alleges that all defendants, including the
25 fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators, ostensible
26 agents, alter egos, partners and/or joint venturers and/or employees of all other defendants, and that all
27 acts alleged herein occurred within the course and scope of said agency, employment, partnership, and
28 joint venture, conspiracy or enterprise, and with the express and/or implied permission, knowledge,

1 consent authorization and ratification of their co-defendants; however, each of these allegations are
2 deemed “alternative” theories whenever not doing so would result in a contradiction with other
3 allegations.

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

13 **GENERAL ALLEGATIONS**

14 8. Defendants PREMO STUDIOS employed Plaintiff and Aggrieved Employees as crew
15 members for the creation of a commercial called “Vacation Oasis Trailer” (the “Production”) on or
16 about August 20, 2023.

17 9. Defendants are “temporary services employers” as defined by Code § 201.3 and required
18 to pay workers no less frequently than weekly. As a “temporary services employer,” ABCSL is an
19 employing unit which contracts with clients to supply workers to perform services to its clients. ABCSL
20 performs all of the following functions and did so in the present Production: (A) Negotiates with clients
21 and customers for matters such as the time and place where the services are to be provided, the type of
22 work, the working conditions, and the quality and price of the services; (B) Determines assignments or
23 reassignments of workers, even if workers retain the right to refuse specific assignments; (C) Retains the
24 authority to assign or reassign a worker to another client or customer when the worker is determined
25 unacceptable by a specific client or customer; (D) Assigns or reassigns workers to perform services for
26 clients or customers; (E) Sets the rate of pay of workers, whether or not through negotiation; (F) Pays
27 workers from its own account or accounts; and (G) Retains the right to hire and terminate workers.

28 10. Plaintiff Enge was hired to work on or about August 20, 2023, as a crew member on the

1 Production. Once the employment ended, Defendants were required to pay him by Friday of the next
2 week. However, Plaintiff has not been paid.

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

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

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

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

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

19 (1) The following overtime provisions are applicable to employees 18 years of age or
20 over and to employees 16 or 17 years of age who are not required by law to attend school
21 and are not otherwise prohibited by law from engaging in the subject work. Such
22 employees shall not be employed more than eight (8) hours in any workday or more than
23 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:

24 (a) Employees may be employed up to a maximum of sixteen (16) hours including meal
25 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:

26 (1) For daily employees and weekly employees, excluding weekly employees guaranteed
27 more than forty (40) hours a workweek and “on call” employees, one and one-half (1.5)
28 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.

(A) 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.

(B) Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time

1 worked. An “on duty” meal period shall be permitted only when the nature of the work
2 prevents an employee from being relieved of all duty and when by written agreement
3 between the parties an on-the-job paid meal period is agreed to. The written agreement
4 shall state that the employee may, in writing, revoke the agreement at any time.

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

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

11 **12. Rest Periods.**

12 (A) Every employer shall authorize and permit all employees to take rest periods, which
13 insofar as practicable shall be in the middle of each work period. The authorized rest
14 period time shall be based on the total hours worked daily at the rate of ten (10) minutes
15 net rest time per four (4) hours or major fraction thereof. However, a rest period need not
16 be authorized for employees whose total daily work time is less than three and one-half
17 (3.5) hours. Authorized rest period time shall be counted as hours worked for which there
18 shall be no deduction from wages.

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

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

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

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

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

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

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

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

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

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

1 live broadcast, cable, satellite transmission, Web cast, or any other technology that is now
2 in use or may be adopted in the future.

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

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

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

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

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

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

23 If an employer willfully fails to pay, without abatement or reduction, in accordance with
24 Sections 201, 201.5, 202 and 202.5, any wages of an employee who is discharged or who
25 quits, the wages of the employee shall continue as a penalty from the due date thereof at
26 the same rate until paid or until action therefore is commence; but the wages shall not
27 continue for more than 30 days.

28 Cal. Lab. Code § 203.

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

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

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

1 Cal. Lab. Code § 204.

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

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

8 In addition to, and entirely independent and apart from, any other penalty provided in this
9 article, every person who fails to pay the wages of each employee as provided in Sections
10 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as
11 follows: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay
12 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.

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

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

19 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
20 workday and any work in excess of 40 hours in any one workweek and the first eight
21 hours worked on the seventh day of work in any one workweek shall be compensated at
22 the rate of at least one and one-half times the regular rate of pay for an employee. Any
23 work in excess of 12 hours in one day shall be compensated at the rate of no less than
24 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.

25 Cal. Lab. Code § 510.

26 21. Defendants failed to pay proper minimum wage or overtime to Plaintiff and Aggrieved
27 Employees.

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

1 provided:

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

4 Cal. Lab. Code § 515(d)(2). Accordingly, a daily wage rate is "deemed to provide compensation only for
5 the employee's regular, nonovertime hours" too. Alvarado v. Dart Container Corp. of Cal., 4 Cal. 5th
6 542, 564–65 (2018), as modified (Apr. 25, 2018) ("the Legislature expressly endorsed the principle that
7 flat sum nonhourly compensation should be factored into an employee's regular rate of pay by dividing
8 the flat sum by the number of nonovertime hours that exist in the relevant period, and that the flat sum
9 compensates the worker for only nonovertime hours worked.") The California Supreme Court based its
10 holding on fundamental principles that "the obligation to pay premium pay for overtime work reflects a
11 state policy favoring an eight-hour workday and a six-day 40-hour workweek, and discouraging
12 employers from imposing work in excess of those limits." Alvarado, 4 Cal. 5th at 539. Therefore,
13 Plaintiff was not paid properly for his overtime.

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

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

20 Cal. Lab. Code § 1194.

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

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

26 (a) Any employer or other person acting on behalf of an employer, who violates, or
27 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
28 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"

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

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

6 Cal. Lab. Code § 558.1. Defendants are the joint employers or other persons acting on behalf of an
7 employer who violated, or caused to be violated the relevant sections of the Code referenced herein.

8 26. At all relevant times mentioned herein, section 558 of the California Labor Code
9 provided:

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

19 Cal. Lab. Code § 558. Defendants are the employers or other persons acting on behalf of an employer
20 who violated, or caused to be violated the relevant sections of the California Labor Code referenced
21 herein.

22 27. At all relevant times mentioned herein, section 226 of the California Labor Code
23 provided:

24 (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to
25 his or her employee, either as a detachable part of the check, draft, or voucher paying the
26 employee's wages, or separately if wages are paid by personal check or cash, an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
28 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

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

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

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

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

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

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

24 (c) If an employer fails to provide an employee a meal or rest or recovery period in
25 accordance with a state law, including, but not limited to, an applicable statute or
26 applicable regulation, standard, or order of the Industrial Welfare Commission, the
27 Occupational Safety and Health Standards Board, or the Division of Occupational Safety
28 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.

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

CLASS-ACTION ALLEGATIONS

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

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

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

For the period one year prior to the filing of this Complaint to date, all persons paid wages on 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).

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

For the period four years and 180 days prior to the filing of this Complaint to date, all persons paid wages on account of services provided 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 Class Period).

A. Numerosity

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

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

B. Commonality

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

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

C. Typicality

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

35. The claims of the named Plaintiff is 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 has no conflict of interest with the other Class Members and are able to represent the Class Members' interests fairly and adequately.

D. Adequacy of Representation

36. 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 large employment class actions. Neither Plaintiff nor his counsel have any conflict with either Class.

E. Superiority of Class Action

37. 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 overtime wages, failing to provide Class Members rest and meal periods without legal compensation. Class action treatment will

1 allow those similarly situated persons to litigate their claims in the Engeer that is most efficient and
2 economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely
3 to be construed in the management of this action that would preclude its maintenance as a class action.
4 The disposition of all claims of the members of the Class in a class action, rather than in individual
5 actions, benefits the parties and the Court. The interest of the Class Members in controlling the
6 prosecution of separate claims against Defendants is small when compared with the efficiency of a class
7 action.

8 **FIRST CAUSE OF ACTION**

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

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

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

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

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

24 42. Pursuant to section 203 of the California Labor Code, Plaintiff and the Class Members
25 are entitled to continuing wages from Defendants in an amount according to proof. Plaintiff and
26 Aggrieved Employees are also entitled to recover costs and reasonable attorneys' fees under section
27 218.5 of the California Labor Code in the total sum of at least \$29,250.00.
28

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

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

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 \$50 each, not including interest thereon, reasonable attorneys' fees and cost of suit.

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

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

15
COMPLAINT

(Damages for Unpaid Minimum Wages,

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

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

FIFTH CAUSE OF ACTION

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

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.

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, in an amount according to proof.

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

Complaint as though fully set forth herein.

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.

entitled to an additional thirty minutes of wages for each faux meal break.

damages in an amount equal to one hour of wages per missed meal break, in an amount according to proof.

SEVENTH CAUSE OF ACTION

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

Complaint as though fully set forth herein.

including any “unlawful, unfair, or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200 et seq. Plaintiff allege that Defendants have engaged in unfair business practices in California by the above-described failure to pay all accrued overtime.

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

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

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

12 66. The actions of Defendants entitle Plaintiff to seek the remedies available under section
13 17200 et seq. Plaintiff seek full restitution of said amounts from Defendants, as necessary and according
14 to proof, to restore any and all amounts—including interest—withheld, acquired, or converted by
15 Defendants by means of the unfair practices complained of herein. Plaintiffs, on behalf of themselves,
16 as well as on behalf of the general public, further seeks attorney's fees and costs pursuant to sections
17 218.5 of the Labor Code and 1021.5 of the Code of Civil Procedure. In addition, Plaintiff seeks the
18 appointment of a receiver as necessary.

19 **EIGHTH CAUSE OF ACTION**

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

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

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

27 69. Plaintiff have requested that Defendants permit inspection or copying of their
28 employment records pursuant to Labor Code section 226(b). Defendants have failed to provide Plaintiff

1 with an opportunity to inspect or copy their employment records within 21 days of their requests.
2 Defendants have not produced any records at all.

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

6 **NINTH CAUSE OF ACTION**

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

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

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

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

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

20 **TENTH CAUSE OF ACTION**

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

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

26 76. Pursuant to section 2699.3(a)(1) of the Labor Code, on or about February 2, 2024,
27 Plaintiff submitted their PAGA Claim Notice online to the California Labor and Workforce
28 Development Agency ("LWDA") and notified the LWDA of the specific provisions of the Labor Code
alleged to have been violated by Defendant Cult Classic, including the theories set forth in the
Complaint. Also on that day, Plaintiff gave written notice by certified mail to the Registered Agent for

1 Service of Process for Defendant Cult Classic of the specific provisions of the Labor Code alleged to
2 have been violated by Defendant.

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

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

8 The agency shall notify the employer and the aggrieved employee or representative by certified
9 mail that it does not intend to investigate the alleged violation within 60 calendar days of the
10 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.

11 Cal. Lab. Code § 2699.3(a)(2)(A).

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

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

20 81. Plaintiff seeks to recover the PAGA civil penalties through a representative action
21 permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969
22 (2009). Therefore, class certification of the PAGA claims is not required.

23 82. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
24 Code provisions: 201.3, 201.5, 203, 204, 226, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1194, 1197,
25 1198, 2802, and 2699 et seq.

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

1 her timely wages during their employment is entitled to civil penalties. Labor Code section 210
2 provides for a penalty of \$100 for each initial violation and \$200 for each subsequent, or willful or
3 intentional violation plus 25 percent of the amount unlawfully withheld.

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

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

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

28 87. Failure to reimburse necessary business expenses under Labor Code § 2802. Plaintiff and

1 Aggrieved Employees were not reimbursed for necessary business expenses. Labor Code 2699 et seq.
2 imposes a civil penalty of one hundred dollars per pay period per aggrieved employee for initial
3 violations, and two hundred dollars per pay period per aggrieved employee for subsequent violations for
4 all Labor Code provisions for which a civil penalty is not specifically provided.

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

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

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

26 91. With respect to violations of Labor Code sections 201.5 and 203 Plaintiff contend that the
27 failure of Defendants to make payments within the time provided for has been and is “willful” within the
28 meaning of such word as used in Section 203 of the California Labor Code and that, accordingly, each

1 Aggrieved Employee who was not timely paid his or her final wages is entitled to civil penalties for
2 which provision is made in Section 210 of the Labor Code on account of violations of section 204.

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

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

8 1. That the Court certify the Class.

9 2. That, under the First Cause of Action for Continuing Wages, it be adjudged that the
10 failure of Defendants to make payment of Plaintiff's and Class Members' wages was in violation of
11 section 201.3, 201.5, 203 and/or 204 of the California Labor Code, and was "willful" as that word is
12 used in section 203 of the California Labor Code, and that the Court enter judgment against Defendants
13 in favor of Plaintiff and Class Members. That judgment be entered in favor of Plaintiff of at least
14 \$29,250.00 and the Code Class in an amount of no less than \$250,000, interest thereon, and costs and
15 reasonable attorneys' fees in accordance with the provisions of California Labor Code section 218.5.

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 in an amount of
19 no less than \$250,000, and costs and reasonable attorneys' fees in accordance with the provisions of
20 California Labor Code section 226(e).

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 no less than \$250,000, interest thereon, and costs and
24 reasonable attorneys' fees pursuant to sections 1194.

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 no less than \$250,000, interest thereon, and
28 costs and reasonable attorneys' fees pursuant to sections 1194 and 1194.2.

1 6. That, under the Fifth Cause of Action, this Court enter judgment in favor of Plaintiff and
2 the Code Class in an amount of no less than \$250,000 and award them their damages, penalties, and
3 costs of suit.

4 7. That, under the Sixth Cause of Action, this Court enter judgment in favor of Plaintiff and
5 the Code Class in an amount no less than \$250,000 and award them their damages, penalties, and costs of
6 suit.

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

15 9. That, with respect to the Eighth Cause of Action, this Court enter judgment in favor of
16 each Plaintiff against Defendants of \$750 per Defendant, reasonable attorney's fees, and the costs of
17 bringing this cause of action under Labor Code Section 226(b) and (f).

18 10. That, with respect to the Ninth Cause of Action, this Court enter judgment in favor of
19 each Plaintiff against Defendants of \$750 per Defendant, reasonable attorney's fees, and the costs of
20 bringing this cause of action pursuant to Labor Code Section 1198.5(k).

21 11. That, with respect to the Tenth Cause of Action, this Court enter judgment in favor of
22 each Plaintiff against Defendants for civil penalties in an amount no less than \$500,00, reasonable
23 attorney's fees, and the costs of bringing this cause of action pursuant to Labor Code Section 2698 et
24 seq.

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

1 DATED: May 7, 2024

HARRIS & RUBLE

Alan Harris

Alan Harris
Attorney for Plaintiff