

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

12 Attorneys for Plaintiff T. O’Cain

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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF LOS ANGELES

15 T. O’CAIN, individually and on behalf of all
16 others similarly situated,

17 Plaintiffs,

18 v.

19 PARAMOUNT PICTURES CORPORATION, a
20 Delaware Corporation, BRIAN LEVINE, an
21 individual, and DOE 1 through and including
22 DOE 10,

23 Defendants.

Case No: **24STCV12693**

CLASS ACTION COMPLAINT

1. Cal. Lab. Code (the “Code”) §§ 201.5, 203 and/or 204 Continuing Wages
2. Code § 226(a), Failure to Provide Compliant Wage Statements
3. Code § 226.7 and Wage Order, Failure to Provide Rest Breaks
4. Code §§ 1194 and 1198 Failure to Provide Pay Proper Minimum Wages
5. Code § 2802, Failure to Reimburse Business Expenses
6. Code § 226(b), Payroll Records
7. Code § 1198.5, Personnel Records
8. Cal. Bus & Prof. Code §§ 17200 *et seq.* – Restitution

JURY TRIAL DEMANDED

1 Plaintiff Timothy O’Cain (“O’Cain” or “Plaintiff”), by and through his undersigned attorneys,
2 alleges as follows:

3 **JURISDICTION AND VENUE**

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

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

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

24 **THE PARTIES**

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

27 5. Defendant Paramount Pictures Corporation (“PPC”) is a Delaware Limited Liability
28 Company which at all times relevant herein conducted business within the County of Los Angeles, State

1 of California and produced a Motion Picture tentatively entitled “The Offer”.

2 6. Defendant Brian Levine is an individual person who resided in and conducted business
3 within the State of California at times relevant to the allegations herein. He was employed as President
4 of Defendant PPC and, as such, he violated, or caused to be violated, a provision of the California
5 Labor Code regulating minimum wages or hours and days of work or caused to be violated, Sections
6 203, 226, 226.7, 1193.6, 1194, and/or 2802 of the California Labor Code.

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

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

24 **GENERAL ALLEGATIONS**

25 9. Defendants employed Plaintiff as a crew member during the class period. For example,
26 Plaintiff worked on or about January 20, 2022, a production entitled “The Offer”, but he was not paid in
27 timely fashion, not paid at all until on or after Wednesday, February 23, 2022. His wages for the weekly
28 pay period ending on Saturday, January 22, 2022, were due on or before Friday, January 28, 2022.

1 10. Other crew worked on “The Offer” as well as other Paramount motion pictures, yet they
2 as well were not paid their wages, in full, in timely fashion.

3 11. With respect to a Motion Picture known by the defense as “Wild Chickens”, Defendants
4 employed others as crew for a Monday, October 11, 2021 shoot, yet did not pay all of the crew on or
5 before Friday, October 22, 2021, as required. Indeed, certain of the paychecks for the crew were not
6 prepared until on or after Monday, October 25, 2021, and at that time the paychecks did not all provide
7 for payment of premium wages owing on account of missed meal periods and rest breaks, all dehors
8 Naranjo v. Spectrum Security Servs. Inc., 13 Cal. 5th 93 (2022).

9 12. Other crew worked on “Wild Chickens” on or about the pay period September 5-11,
10 2021, but were not paid until on or after October 8, 2021, late by weeks and still not paid all premium
11 wages owing on account of missed meal periods and rest breaks, dehors Naranjo.

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

17 14. The foregoing failures to follow one or more of the Code requirements, including the
18 requirement to reimburse workers for their cell phone expenses, make prompt payment of wages,
19 including premium wages owing for Defendants’ failure to provide timely, uninterrupted meal periods
20 and rest breaks, occurred on numerous Paramount Motion Picture production efforts, all of which are the
21 subject of this case, including “Top Gun”, “Lost City”, “Dungeons & Dragons”, “Fatal Attraction”,
22 “Wild Chickens”, “Snake Eyes”, “The Offer”, “Soundview”, “Made For Love”, “Rough Trade” and
23 others.

24 15. At all relevant times mentioned herein, Wage Order 12 of the California Industrial
25 Welfare Commission applied to Plaintiff and Class Members. In part, the Wage Orders reflect employer
26 obligations regarding hours and days of work, reporting time pay, records, meal periods and rest periods
27 (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and Class
28 Members). For example, Wage Order 12 provides, in relevant part:

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

2 (A) Daily Overtime - General Provisions

3 (1) The following overtime provisions are applicable to employees 18 years of age or
4 over and to employees 16 or 17 years of age who are not required by law to attend
5 school and are not otherwise prohibited by law from engaging in the subject work. Such
6 employees shall not be employed more than eight (8) hours in any workday or more than
7 40 hours in any workweek unless the employee receives one and one-half (1.5) times
8 such employee's regular rate of pay for all hours worked over 40 hours in the workweek.
9 Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in
10 any workday or more than six (6) days in any workweek is permissible provided the
11 employee is compensated for such overtime as follows:

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

15 (1) For daily employees and weekly employees, excluding weekly employees guaranteed
16 more than forty (40) hours a workweek and "on call" employees, one and one-half (1.5)
17 times the employee's regular rate of pay for all hours worked in excess of eight (8) hours
18 up to and including twelve (12) hours in any one workday, and for the first eight (8)
19 hours worked on the seventh (7th) consecutive day of work in a workweek; and

20 (2) Double the employee's regular rate of pay for all hours worked in excess of twelve
21 (12) hours in any workday, and for all hours worked in excess of eight (8) hours on the
22 seventh (7th) consecutive day of work in a workweek.

23 (3) Overtime payments shall not be compounded and all payments made by the employer
24 for daily overtime on the basis herein above specified shall be applied toward any sum
25 for weekly overtime.

26 (4) The overtime rate of compensation required to be paid to a nonexempt full-time
27 salaried employee shall be computed by using the employee's regular hourly salary as
28 one fortieth (1/40) of the employee's weekly salary. The overtime rate of compensation
29 required to be paid to a nonexempt full-time salaried employee shall be computed by
30 using the employee's regular hourly salary as one-fortieth (1/40) of the employee's
31 weekly salary.

32 . . .

33 **7. Records.**

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

36 (1) Full name, home address, occupation and social security number.

37 (2) Birth date, if under 18 years, and designation as a minor.

38 (3) Time records showing when the employee begins and ends each work period. Meal
39 periods, split shift intervals and total daily hours worked shall also be recorded. Meal
40 periods during which operations cease and authorized rest periods need not be recorded.

41 (4) Total wages paid each payroll period, including value of board, lodging, or other
42 compensation actually furnished to the employee.

43 (5) Total hours worked in the payroll period and applicable rates of pay. This information
44 shall be made readily available to the employee upon reasonable request.

45 (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of
46 the incentive plan formula shall be provided to employees. An accurate production record
47 shall be maintained by the employer.

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

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

13 ...
14 **11. Meal Periods.**

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

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

25 (C) If an employer fails to provide an employee a meal 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 meal
28 period is not provided.

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

12. Rest Periods.

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

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

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

16. At all times relevant herein, section 201.5 of the California Labor Code (the "Code")
provided in part:

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

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

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

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

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

12 (3) "Next regular payday" means the day designated by the employer, pursuant to Section
13 204, for payment of wages earned during the payroll period in which the termination
14 occurs.

15 (4) "Production or broadcasting of motion pictures" means the development, creation,
16 presentation, or broadcasting of theatrical or televised motion pictures, television
17 programs, commercial advertisements, music videos, or any other moving images,
18 including, but not limited to, productions made for entertainment, commercial, religious,
19 or educational purposes, whether these productions are presented by means of film, tape,
20 live broadcast, cable, satellite transmission, Web cast, or any other technology that is now
21 in use or may be adopted in the future.

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

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

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

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

Code § 201.5.

17. Defendants employed individuals such as Plaintiff and Class Members to work on the
production on motion pictures, yet Defendants failed to timely or fully pay them, all in violation, inter
alia, of Code section 201.5.

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

If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202 and 202.5, any wages of an employee

1 who is discharged or who quits, the wages of the employee shall continue as a penalty
2 from the due date thereof at the same rate until paid or until action therefore is
commence; but the wages shall not continue for more than 30 days.

3 Code § 203. By failing to pay Plaintiff and Class Members all wages when due at termination, Plaintiff
4 and Class Members are entitled to continuing wages pursuant to section 203 of the California Labor
5 Code.

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

7 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned
8 by any person in any employment are due and payable twice during each calendar month,
9 on days designated in advance by the employer as the regular paydays. Labor performed
10 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.

11 Cal. Lab. Code § 204.

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

13 Section 204 shall be inapplicable to employees paid on a weekly basis on a regular day
14 designated by the employer in advance of the rendition of services as the regular payday.

15 Labor performed by a weekly-paid employee during any calendar week and prior to or on
16 the regular payday shall be paid for not later than the regular payday of the employer for
such weekly-paid employee falling during the following calendar week.

17 Labor performed by a weekly-paid employee during any calendar week and subsequent
18 to the regular payday shall be paid for not later than seven days after the regular payday
19 of the employer for such weekly-paid employee falling during the following calendar
week.

20 Cal. Lab. Code § 204b.

21 21. In no event should Plaintiff or Class Members have been paid later than the time periods
22 established by sections 201.5 and/or 204b of the California Labor Code, but certain payments to Plaintiff
23 were made after they were due, all leading to penalties and civil penalties under sections 203 of the
24 California Labor Code.

25 22. While this Complaint does not allege violation of the Fair Labor Standards Act (the
26 “FLSA”), nevertheless it is “an employer’s duty under the FLSA to maintain accurate records of its
27 employees’ hours” and that duty “is non-delegable.” Kuebel v. Black & Decker Inc., 643 F.3d 352, 363
28 (2d Cir. 2011). Although Kuebel establishes that it is solely the employer’s duty to keep track of hours

1 worked under the federal FLSA, and although Plaintiff’s wage-and-hour claims are brought under the
2 state law, the fact remains that Defendant, at all times, was subject to the FLSA and therefore was itself
3 required to keep track of Plaintiffs’ hours worked. See Troester v. Starbucks Corp., 5 Cal. 5th 829, 839
4 (2018) (explaining that, although California’s wage-and-hour laws are “more protective than federal
5 law” and that “California is free to offer [employees] greater protection,” the FLSA “provide[s] a level
6 of employee protection that a state may not derogate”). Troester, 5 Cal. 5th at 846 (“Nor is it clear why,
7 when it is difficult to keep track of time worked, the employee alone should bear the burden of that
8 difficulty”), 848 (“An employer may be able to customize and adapt available time tracking tools or
9 develop new ones when no off-the-shelf product meets its needs. And even when neither a restructuring
10 of work nor a technological fix is practical, it may be possible to reasonably estimate work time . . . and
11 to compensate employees for that time.”). Marlo v. United Parcel Serv., Inc., No. CV 03-04336 DDP
12 (RZx), 2009 WL 1258491, at *3 (C.D. Cal. May 5, 2009) explains that, under California law,
13 “employers must keep track of the hours . . . employees work.” Before an employee starts to work for an
14 employer, the employer is required to have the employee fill out the requisite new-hire paperwork. See
15 e.g., Ketchikan Drywall Servs., Inc. v. Immigration & Customs Enforcement, 725 F.3d 1103, 1113 (9th
16 Cir. 2013) (stating that 8 U.S.C. § 1324a “clearly makes employers responsible for documenting
17 employee work authorization” and that, “[w]here [a defendant] cho[oses] to hire employees who ha[ve]
18 failed to fill out [s]ection 1 [of I-9 Forms] completely, it d[oes] so at its own peril”); 26 C.F.R. § 31-
19 3402(f)(2)-1 subsec. (a) (stating that a withholding-exemption certificate must be completed “[o]n or
20 before the date on which an individual commences employment”); 22 Cal. Code Regs. § 4340-1(a)
21 stating that a withholding-exemption certificate must be completed “[o]n or before the date on which an
22 individual commences employment”). If, for example, the employee fails to complete the necessary tax
23 documents, the employer must follow the guidance from the Internal Revenue Service and the California
24 Employment Development Department by withholding taxes as if the employee is single with no
25 withholding allowances. See Internal Revenue Serv., *Topic Number 753 – Form W-4 – Employee’s*
26 *Withholding Allowance Certificate* (last updated Mar. 1, 2018), <https://www.irs.gov/taxtopics/tc753>.
27 There is an analogous cite from the California EDD (re defaulting to the single-no-allowances rule): Cal.
28 Emp’t Dev. Dep’t, *Employer’s Obligations for Form W-4 or DE 4* (2016), <https://www.edd.ca.gov/>

1 pdf_pub_ctr/de71.pdf).

2 23. Defendants routinely failed to comply with the requirement that they maintain “[t]ime
3 records showing when the employee begins and ends each work period [including] [m]eal periods
4 [which, along with] total daily hours worked shall also be recorded.” Wage Order 12, §7(A)(3).
5 Instead, Defendants largely relied on an illegal rounding policy, requiring that the majority of meal
6 periods be recorded as starting exactly six hours after the time a person reports for work, and then
7 lasting exactly thirty or sixty minutes, whether or not the meal actually began and/or ended earlier than
8 the sixth hour, or a few minutes after the sixth hour, as certain union contracts permitted “grace” while a
9 given film shot was completed, all without regard to the rights of non-union workers. The Defendants’
10 policy has been to devote insufficient resources to the payroll accounting function, with the inevitable
11 result that employees are routinely underpaid and/or paid in tardy fashion, in violation of sections 201.5,
12 203 and/or 204b of the Code, and otherwise in violation of the Code.

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

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

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

1 (b) An employer shall not require an employee to work during a meal or rest or recovery
2 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.

3 (c) If an employer fails to provide an employee a meal or rest or recovery period in
4 accordance with a state law, including, but not limited to, an applicable statute or
5 applicable regulation, standard, or order of the Industrial Welfare Commission, the
Occupational Safety and Health Standards Board, or the Division of Occupational Safety
6 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
7 recovery period is not provided.

8 Cal. Lab. Code § 226.7.

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

10 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
11 each of his or her employees, either as a detachable part of the check, draft, or voucher
12 paying the employee's wages, or separately when wages are paid by personal check or
13 cash, an itemized statement in writing showing (1) gross wages earned, (2) total hours
14 worked by the employee, except for any employee whose compensation is solely based
15 on a salary and who is exempt from payment of overtime under subdivision (a) of Section
16 515 or any applicable order of the Industrial Welfare Commission, (3) the number of
17 piece rate units earned and any applicable piece rate if the employee is paid on a piece-
18 rate basis, (4) all deductions, provided, that all deductions made on written orders of the
19 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
20 inclusive dates of the period for which the employee is paid, (7) the name of the
21 employee and his or her social security number, except that by January 1, 2008, only the
last four digits of his or her social security number or an employee identification number
other than a social security number may be shown on the itemized statement, (8) the
name and address of the legal entity that is 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. The deductions made from payments of wages shall
be recorded in ink or other indelible form, properly dated, showing the month, day, and
year, and a copy of the statement or a record of the deductions shall be kept on file by the
employer for at least three years at the place of employment or at a central location within
the State of California.

22
23 (e) An employee suffering injury as a result of a knowing and intentional failure by an
24 employer to comply with subdivision (a) is entitled to recover the greater of all actual
25 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
award of costs and reasonable attorney's fees.

26
27 (g) An employee may also bring an action for injunctive relief to ensure compliance with
28 this section, and is entitled to an award of costs and reasonable attorney's fees.

1 Code § 226. Defendants employed Plaintiff and Code Class Members, but, in all cases, Defendants
2 failed to provide them with the data required by section 226(a) of the Code. For example, the wage
3 statement issued to Plaintiff failed to provide information regarding either the net or the gross wages
4 earned, as no reference is made to accrued wages owing on account of missed rest breaks, all as required
5 by Naranjo. It failed to provide the name and address of the employer, instead identifying in confusing
6 fashion “PPC” as the “Controlling Employer” and “B-T-L Payrolls” as the “Payroll Employer”. All of
7 the foregoing was intentional misconduct of Defendants that injured Plaintiff and Code Class Members
8 insofar as they were subjected to confusion and deprived of information to which they were legally
9 entitled.

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

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

21 Cal. Lab. Code § 510.

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

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

28 Code § 1194.

29 29. At all relevant times mentioned herein, section 2802 of the California Labor Code
30 provided in part:

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

34 (b) All awards made by a court . . . for reimbursement of necessary expenditures

1 under this section shall carry interest at the same rate as judgments in civil actions.
2 Interest shall accrue from the date on which the employee incurred the necessary
3 expenditure or loss.

4 (c) For purposes of this section, the term “necessary expenditures or losses” shall
5 include all reasonable costs, including, but not limited to, attorney’s fees incurred by the
6 employee enforcing rights granted by this section.

7 Cal. Lab. Code § 2802. Defendants failed to reimburse Plaintiff and Class Members for necessary
8 business expenses incurred in the performance of their duties, such as for the use of a personal
9 cell phone and for other motion picture production equipment and supplies.

10 30. At all relevant times mentioned herein, section 558 of the California Labor Code
11 provided:

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

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

24 31. 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 causes to be
27 violated, any provision regulating minimum wages or hours and days of work in any order of the
28 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. Upon information and belief, Defendants were joint employers or other persons
acting on behalf of an employer who violated, or caused to be violated the relevant sections of the Code

1 referenced herein. Defendants directly and/or indirectly controlled the Class Members’ wages, working
2 conditions and hours and were responsible for the policies or lack of policies that caused the Code
3 violations.

4 **CLASS-ACTION ALLEGATIONS**

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

8 For the period three years prior to the filing of this Complaint to date, all persons paid wages
9 (whether the persons were exempt or non-exempt and whether the wages were paid directly or
10 indirectly with the worker using a “loan-out” corporation) on account of services provided for
11 Defendant PPC in the production of Motion Pictures¹ in California (such persons are referred to
hereafter as Code Class Members, and such period is referred to hereafter as the Code Class
Period)

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

13 All persons paid wages (whether the persons were exempt or non-exempt and whether the wages
14 were paid directly or indirectly with the worker using a “loan-out” corporation) on account of
15 services provided for Defendant PPC in the production of Motion Pictures in California during
16 the period beginning no earlier than four years and 133 days prior to the filing hereof to the date
of a decision on a Motion for Class Certification (such persons are referred to as “Class
Members,” and such period is referred to hereafter as the “Class Period”).

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

20 34. Defendants, as to Plaintiff and Code Class Members, failed to timely compensate the
21 workers as required by sections 201.5, 203 and/or 204b of the Code and, accordingly, Defendants’
22 failure to make timely payment entitles Plaintiff and each Code Class Member to statutory damages or
23 penalties.

24 35. Defendants, as to Plaintiff and 17200 Class Members, failed to provide meal and rest
25 breaks as required by sections 226.7, 512 of the Code and Wage Order 12, and, accordingly,
26 Defendants’ failure to provide rest breaks entitles Plaintiff and 17200 Class Members to either actual
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28 ¹ See Cal. Lab. Code § 201.5 defining Motion Pictures.

1 damages or statutory damages, whichever is greater, and, in addition, Defendants failed to reimburse
2 Plaintiff and 17200 Class Members for their expenses, including the expenses incurred in connection
3 with their routine use of personal cell phones to discharge their duties as employees.

4 **A. Numerosity**

5 36. The potential members of each Class as defined are so numerous that joinder of all the
6 members of the Class is impracticable. While the precise number of Class Members has not been
7 determined at this time, Plaintiff is informed and believes that Defendants employed during the relevant
8 time periods at least 100 workers in the State of California. The number of Class Members is great, but
9 not so great as to make the class unmanageable. It therefore is impractical to join each Class Member as
10 a named plaintiff. Accordingly, utilization of a class action is the most economically feasible means of
11 determining the merits of this litigation.

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

15 **B. Commonality**

16 38. There are questions of law and fact common to the Class that predominate over any
17 questions affecting only individual Class Members. These common questions of law and fact include,
18 without limitation:

- 19 a. Whether Defendants failed to pay all wages in a timely fashion upon the discharge of
20 their workers, all in violation of sections 201.5, 204b and/or 203 of the Code.
- 21 b. Whether Defendants failed to provide rest breaks to their workers.
- 22 c. Whether Defendants failed to pay proper minimum wages to their workers under Code
23 sections 1194 and 1194.2.

24 **C. Typicality**

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

27 40. The claims of the named Plaintiff are typical of the claims of the Class, which claims all
28 arise from the same general operative facts, namely, Defendants did not compensate its employees as

1 required by the Code and applicable Wage Order. Plaintiff and all members of the Class sustained
2 injuries and damages arising out of and caused by the Defendants' common course of conduct in
3 violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.
4 Plaintiff has no conflict of interest with the other Class Members and are able to represent the Class
5 Members' interests fairly and adequately.

6 **D. Adequacy of Representation**

7 41. Plaintiff will fairly and adequately represent and protect the interests of the members of
8 the Class. Counsel who represent Plaintiff are competent and experienced in litigation large employment
9 class actions. E.g., Bithell v. E.P. Mgmt. Servs., 2007 Cal. App. Unpub. LEXIS 9706 *11 (“[W]e reject
10 the assertion that class counsel failed to adequately represent the interests of the class.”) Neither
11 Plaintiff nor Plaintiff’s counsel have any conflict with the Class.

12 **E. Superiority of Class Action**

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

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FIRST CAUSE OF ACTION

(Continuing Wages, California Labor Code §§ 201.5, 203
On Behalf of Plaintiff and the Code 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 employed Plaintiff as a crew member on “The Offer”. Plaintiff was not paid all wages accrued upon separation from employment and not paid all wages accrued once the production ended.

45. Plaintiff, and Code Class Members consistently worked more than 6-hour and/or 12-hour shifts. However, they were required to keep their walkie talkies, radios and/or cell phones on their persons, turned on and audible at all times, including during their rest periods and meal breaks and/or they were precluded from leaving the set and its immediate environs during their breaks, all due to the requirements of the Filmmakers Code of Professional Responsibility.

46. Defendants’ failure to compensate Plaintiff and Code Class Members within the time for which provision is made by section 201.5 of the California Labor Code, despite their knowledge of their obligation to do so, was and is “willful” as the word is used in section 203.

47. Pursuant to section 203 of the California Labor code, Plaintiff and Code Class Members are entitled to continuing wages from Defendants in an amount according to proof. Plaintiff and Code Class Members are also entitled to recover costs and reasonable attorneys’ fees under section 218.5 of the California Labor Code.

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SECOND CAUSE OF ACTION

(Failure to Provide Compliant Pay Stubs, Cal. Lab. Code § 226(a)
On Behalf of Plaintiff)

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

49. Defendants failed to provide Plaintiff and Code Class Members with wage statements conforming to the requirements of section 226(a) of the Code, including the requirement to report accrued wages owing on account of Defendants’ failure to provide compliant rest breaks.

50. The foregoing was intentional misconduct of Defendants that injured Plaintiff and Code Class Members insofar as they were deprived of information to which they were legally entitled,

1 including but not limited to all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the employee.

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

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10 **THIRD CAUSE OF ACTION**

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

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

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

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

20 55. Plaintiff and Class Members were not permitted to leave the set of the Production for any
21 purported rest periods. They were required to be available via radio or cell phone at all times.

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

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

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FOURTH CAUSE OF ACTION

(Damages for Unpaid Minimum Wages,

California Labor Code §§ 1194, 1194.2 and 1198

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

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

59. Plaintiff and the Code Class Members, worked many hours for Defendants, without compensation for work performed, as required by law. The defense required both meal period and wrap times to be rounded, rather than providing for exact recordation of actual times worked. Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage.

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

FIFTH CAUSE OF ACTION

(Failure to Reimburse Necessary Expenses, Cal. Lab. Code §2802

On Behalf of Plaintiff and the 17200 Class Against All Defendants)

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

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

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

SIXTH CAUSE OF ACTION

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

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

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

66. Plaintiff has requested that Defendants permit inspection or copying of Plaintiff's employment records pursuant to Labor Code section 226(b). Defendants failed to provide Plaintiff all employment records within 21 days of the requests.

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

SEVENTH CAUSE OF ACTION

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

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

69. Pursuant to Labor Code section 1198.5, an employer shall make the contents of an employee's personnel records available for inspection.

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

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

EIGHTH CAUSE OF ACTION

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

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

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

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

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

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

WHEREFORE, Plaintiff prays judgment as follows:

1. That the Court certify a Class Action.
2. That, under the First Cause of Action, it be adjudged that the failure of Defendants to make payment of Plaintiff’s and Code Class Members’ wages was in violation of section 201.5, and 204b of the California Labor Code, and was “willful” as that word is used in section 203 of the California Labor Code, and that the Court enter judgment against Defendants in favor of Plaintiff and

1 Code Class Members. That judgment be entered in favor of Plaintiff, of not less than \$30,000, and Code
2 Class Members in an amount prescribed by section 203 of the California Labor Code, and costs and
3 reasonable attorneys' fees in accordance with the provisions of California Labor Code section 218.5.

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

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

12 5. That, under the Fourth Cause of Action, this Court enter judgment in favor of Plaintiff
13 and Code Class Members and award them their damages, penalties, liquidated damages, reasonable
14 attorney's fees and costs of suit, all according to proof, according to proof, pursuant to section 218.5,
15 1194, 1194.2 and other relevant sections of the Labor Code.

16 6. That, with respect to the Fifth Cause of Action, this Court enter judgment in favor of
17 Plaintiff and 17200 Class Members against all Defendants in an amount according to proof, interest
18 thereon, costs and reasonable attorney's fees in accordance California Labor Code section 2802(c).

19 7. That, with respect to the Sixth Cause of Action, this Court enter judgment in favor of
20 Plaintiff against Defendants in the amount of \$750, reasonable attorney's fees, and the costs of bringing
21 this cause of action under Labor Code Section 226(b) and (f).

22 8. That, with respect to the Seventh Cause of Action, this Court enter judgment in favor of
23 Plaintiff against Defendants in the amount of \$750, reasonable attorney's fees, and the costs of bringing
24 this cause of action pursuant to Labor Code Section 1198.5(k).

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

1 Finally, Plaintiff requests that the Court award Plaintiff's reasonable attorneys' fees and costs, pursuant
2 to section 218.5 of the Labor Code and section 1021.5 of the California Code of Civil Procedure.

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

6 DATED: May 20, 2024

HARRIS & RUBLE

7 
8 Alan Harris
Alan Harris / Attorney for Plaintiff

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Paramount Facing Class Action Lawsuit Over Alleged Labor Law Violations in California](#)
