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Superior Court of California
County of Los Angeles

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

Kristensen Weisberg, LLP
12304 Santa Monica Blvd., Suite 100
Los Angeles, California 90025

04/30/15

KIMI GUPTA, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

MGM HD PRODUCTIONS, LLC, a
Delaware limited liability company;
METRO-GOLDWYN-MAYER INC., a
Delaware corporation; MGM HOLDINGS,
INC., a Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

) Case No.: **BC 580436**
)
) **UNLIMITED**
)
) **CLASS ACTION**
) **COMPLAINT FOR VIOLATIONS OF:**
) (1) **Failure to Pay Minimum Wage, Cal.**
) **Lab. Code §§ 1194 and 1997;**
) (2) **Failure to Pay Compensation at Time**
) **of Termination, Cal. Lab. Code §§**
) **201-203;**
) (3) **Failure to Provide Itemized Wage**
) **Statements, Cal. Lab. Code §§ 226;**
) (4) **Accounting; and**
) (5) **Violation of Cal. Bus. & Prof. Code**
) **§§ 17200, et seq. ("UCL").**

Plaintiff Kimi Gupta, on behalf of herself and all others similarly situated alleges the following upon information and believed based upon personal knowledge of herself and

CLASS ACTION COMPLAINT FOR DAMAGES & INJUNCTIVE RELIEF; DEMAND FOR JURY TRIAL

CIT/CASE: BC580436
LEA/DEF#:

REC'D: 4/30/15 02:08 PM
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1 counsel:

2 NATURE OF THE CASE

3 1. Plaintiff Kimi Gupta (“Gupta” or “Plaintiff”) brings this action for herself and
4 others similarly situated seeking damages and any other available legal or equitable remedies
5 resulting from the illegal actions of defendants MGM HD Productions LLC, Metro-Goldwyn-
6 Mayer Inc. and MGM Holdings, Inc. and DOES 1 through 100 (collectively “MGM” or
7 “Defendant”) of violating California law and other laws to recover unpaid minimum wages
8 owed to Plaintiff and all other similarly situated persons who are presently or were formerly
9 employed by MGM and/or any other entities affiliated with or controlled by MGM.

10 2. Beginning in 2009 and, upon information and belief, continuing through the
11 present, MGM has wrongfully withheld wages from Plaintiff and others similarly situated
12 individuals who worked for MGM.

13 3. MGM owns and operates a high-definition television cable network. The
14 network features movies from MGM’s library of movies mastered in a high-definition-
15 compatible format. The network exists largely because MGM does not have to pay to license
16 their own films, and (with a few occasional exceptions), the programming schedule is
17 composed mostly of second-tier and less-popular films that are not wanted or licensed by other
18 major networks and movie channels. MGM HOLDINGS, INC., the parent company reportedly
19 had more than \$1.5 billion in revenue in 2013. In their operations, Defendants systematically
20 employed unpaid interns, including students such as Plaintiff, and recent and not too recent
21 college graduates, without pay to perform various scheduling tasks.

22 4. Plaintiff makes these allegations on information and belief, with the exception of
23 those allegations that pertain to Plaintiff, or to a Plaintiff's counsel, which Plaintiff alleges on
24 personal knowledge.

25 5. While many violations are described below with specificity, this Complaint
26 alleges violations of the statutes cited in their entirety.

27 6. Unless otherwise stated, Plaintiff alleges that any violations by Defendant were
28 knowing and intentional, and that Defendant did not maintain procedures reasonably adapted to

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1 avoid any such violation.

2 PARTIES

3 7. Defendant MGM HD PRODUCTIONS, LLC ("MGM HD") purports to be a
4 Delaware limited liability company. It maintains its principal place of business at 245 N
5 Beverly Dr., Beverly Hills, CA 90210, and lists its agent for service of process as Scott
6 Packman at the same address.

7 8. Defendant METRO-GOLDWYN-MAYER INC. ("MGM") is a Delaware
8 corporation. It maintains its principal place of business at 245 N Beverly Dr., Beverly Hills,
9 CA 90210 and its agent for service of process is CT Corporation, 818 West Seventh Street,
10 Second Floor, Los Angeles, California 90017.

11 9. Defendant MGM HOLDINGS, INC. ("MGM HOLDINGS") purports to be a
12 Delaware corporation. It also maintains its principal place of business at 245 N Beverly Dr.,
13 Beverly Hills, CA 90210, but lists its agent for service of process as Michael Maffia at 1080
14 Lassen Drive, Menlo Park, California 94025. According to its most recent year-end report,
15 MGM HOLDINGS purports to be "the ultimate parent company of the MGM family of
16 companies, including its subsidiary METRO-GOLDWYN-MAYER INC."

17 10. Plaintiff does not know the true names and capacities of defendants sued herein
18 as DOES 1 through 100, inclusive and will amend the instant Complaint to name the same as
19 soon as ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the
20 fictitiously named defendants was in some manner legally responsible for the actionable and
21 unlawful actions, policies and practices as alleged herein. Plaintiff will amend this Complaint
22 to set forth the true names and capacities of said defendants, along with the appropriate
23 charging allegations when the same have been ascertained.

24 11. On information and belief, plaintiff alleges that at all times relevant to this
25 action, MGM, MGM HD and MGM HOLDINGS and DOES 1 through 100 shared the same
26 business premises, were controlled, directly or indirectly, by the same individuals, had the same
27 officers, utilized the same employees, employed the same accountants and other professionals,
28 and were otherwise affiliated and intertwined in such a way and to such an extent that for all

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1 intents and purposes they were the same entity and jointly and severally liable for the damages
2 alleged in this action.

3 12. Plaintiff is informed and believes and thereon alleges that, at all times mentioned
4 herein, all Defendants, and each of them, were acting as agents and/or employees of each
5 remaining co-defendant, and were acting with permission and consent of each other, and within
6 the course and scope of said agency and/or employment. Plaintiff is further informed and
7 believes that each co-defendant, by and through its officers, directors or managing agents
8 ratified, authorized and approved, expressly or implicitly, all of the conduct alleged herein, and
9 that each Defendant was acting on behalf of the other co-defendants such as to make it a joint
10 employer responsible for the Cal. *Lab. Code* violations hereinafter alleged.

11 13. When, in this Complaint, reference is made to any act of the "Defendants," such
12 shall be deemed to mean that officers, directors, agents, employees, or representatives of each
13 Defendant committed or authorized such acts, or failed and omitted to adequately supervise or
14 properly control or direct their employees while engaged in the management, direction,
15 operation or control of the affairs of the Defendants and did so while acting within the scope of
16 their employment or agency.

17 14. When, in this Complaint, reference is made to any act by a "Defendant" or
18 "Defendants," such allegations and reference shall also be deemed to mean the acts and failures
19 to act of each Defendant acting individually, jointly and severally. Accordingly, unless
20 otherwise specified, all references herein to "Defendant" or "MGM" are to each of the named
21 entities, as well as to the defendants fictitiously named as DOES 1 through 100, inclusive.

22 15. Plaintiff is an individual who resides in Los Angeles County, California. Prior
23 to and during her internship, Plaintiff was seeking a Bachelor's Degree, majoring in Cinema &
24 Television Arts at California State University, Northridge.

25 **JURISDICTION AND VENUE**

26 16. Venue is proper in this district because Defendants reside in this district in that
27 the addresses provided to the California Secretary of State by Defendants are all within this
28 judicial district and a substantial part of the events or omissions giving rise to the claims

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1 occurred in this district, including Defendants' unpaid employment of Plaintiff and other
2 interns. Defendants employed Plaintiff and number class members in this district, and
3 Defendants' Cal. *Lab. Code* violations were committed in this district. The unlawful acts
4 alleged have a direct effect on Plaintiff and those similarly situated in State of California, and in
5 this district. More than two-thirds of the Class members are citizens and residents of California,
6 all defendants are located in California, and, each of them, has its principal place of business in
7 and is headquartered in California; thus, this case is not subject to removal under the Class
8 Action Fairness Act of 2005 under both the "home state exception" and the "local controversy
9 exception." 28 U.S.C. § 1332(d)(4)(A) (home state exception); 28 U.S.C. § 1332 (d)(4)(B)
10 (local controversy exception).

11 17. Further, there is no federal question at issue, as the claims herein are brought
12 solely under California statutes and law, including the Cal. *Lab. Code*, IWC Wage Orders, and
13 Cal. *Bus. & Prof. Code*.

14 FACTUAL ALLEGATIONS

15 18. Defendants lured students and others into providing free labor and services as
16 interns under various pretexts, including telling them that "there was always a chance of getting
17 hired" if they worked for a period of time without compensation. By engaging in such tactics
18 and schemes, Defendants procured the labor of unsuspecting and vulnerable persons, illegally
19 reduced labor costs on its productions, and unfairly competed with others in the market.
20 Uncompensated interns such as Plaintiff were an important source of labor on Defendants'
21 operations and performed important tasks for Defendants. Use of such labor allowed
22 Defendants to avoid payment of employment and other taxes, and gave Defendants an unfair
23 advantage over those who fairly compensated their employees. All of the work performed by
24 Plaintiff and other interns was performed for the immediate advantage of Defendants and was
25 performed at the expense of employees or interns who otherwise would have been compensated
26 by Defendants pursuant to applicable laws.

27 19. Defendants employed Plaintiff from on or about June 6, 2012 through June 21,
28 2012. Plaintiff typically worked two days a week, Mondays and Wednesdays, for 9 (nine) hour

1 shifts that lasted from 9 a.m. until 6 p.m. During that period, Plaintiff was a covered employee
2 within the meaning of the Cal. *Lab. Code*.

3 20. Despite performing tasks solely for the benefit of Defendants at their request –
4 tasks from which an employee would generally expect and receive compensation – Plaintiff was
5 paid nothing for her work, and was not compensated the minimum wage as required under
6 California’s Minimum Wage Laws, Cal. *Lab. Code* §§ 1194 and 510.

7 21. At all times applicable to this action, Defendants were covered employers under
8 the Cal. *Lab. Code*. At all applicable times, Defendants employed Plaintiff and similarly
9 situated interns.

10 22. MGM had power over personnel decisions and payroll decisions, and the power
11 to set work schedules and maintain employment records for Plaintiff and other similarly
12 situated employees, and in that capacity, was Plaintiff’s and similarly situated interns’ employer
13 within the meaning of the Cal. *Lab. Code* and applicable labor laws.

14 23. Plaintiff’s unpaid work for Defendants was and is part of a broader trend where
15 employees were and are characterized as “interns” in an attempt to evade complying with
16 California wage and labor laws. These programs purport to be training programs, but provide
17 little value to the worker while enriching the employer through the provision of free labor. The
18 exploitation of unpaid interns allows employers such as Defendants to avoid payroll costs and
19 gives them an unfair business advantage over employers who comply with the wage and labor
20 laws. When employers fail to pay required minimum wages, the economy as a whole suffers
21 and the moral well-being of our State is compromised. Already vulnerable workers are
22 foreclosed from seeking other employment options, additional burdens are placed on State
23 assistance and welfare programs, and the non-wage paying employers essentially get a free ride
24 on the backs of employers who comply with the wage laws.

25 24. During the unpaid internship, Plaintiff performed various tasks for Defendants.
26 The tasks included scheduling of television programs for airing, maintaining records of
27 scheduled programs, tracking programs which were ready to be aired, and entering program and
28 scheduling information into Defendants’ computer data-base.

1 25. Prior to working for Defendant, Plaintiff had studied and had been trained in
2 several of the tasks she performed for MGM, which was the reason MDM hired Plaintiff.

3 26. Defendants received an immediate advantage from the internship program in
4 which Plaintiff participated.

5 27. Plaintiff was told by Defendants when to work and where to report.

6 28. Plaintiff's work was not ancillary to Defendants' product, but was rather an
7 integral part of it.

8 29. Plaintiff never had supervisory responsibility over other employees and was
9 never permitted to choose her tasks. Rather, Plaintiff was assigned tasks and had no discretion
10 to choose her own.

11 30. Defendants terminated Plaintiff's internship because she allegedly made
12 "mistakes" on an examination but gave Plaintiff no feedback or input as to the nature of the
13 mistakes, further demonstrating that the purpose for employing Plaintiff was primarily to
14 provide Defendants with an immediate advantage rather than to furnish training or educational
15 experience for Plaintiff and other interns.

16 31. Plaintiff did not receive any pay from MGM and Defendant did not provide
17 Plaintiff with an accurate wage statement reflecting Plaintiff's work. Upon information and
18 belief, Defendant purposefully evaded the mandate under California law to keep or report
19 accurate time records of Plaintiff's work or those of other class members.

20 32. Upon information and belief, Plaintiff and other interns displaced regular
21 employees. By using unpaid interns, MGM obtained an unfair advantage not just on
22 competitors, but was also able to place downward pressure on lower level employees and those
23 applying for entry level positions. Those applicants and job seekers were forced to compete
24 against unpaid labor.

25 33. MGM would have hired additional employees or required paid staffers to work
26 additional hours if Plaintiff had not performed the uncompensated work for Defendants.

27 34. MGM failed to pay wages to Plaintiff for all, or any, hours worked.

28 35. Defendants failed to provide notice to Plaintiff regarding the regular hourly rate

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1 of pay and the overtime rate, and other information in writing as required by the Cal. *Lab.*
2 *Code*.

3 36. MGM failed to provide Plaintiff with a wage statement as required by the Cal.
4 *Lab. Code*.

5 37. MGM, by and through its managers, directors and officers acted willfully in
6 avoiding the minimum wage requirements of the Cal. *Lab. Code*.

7 38. Defendant's failure to pay Plaintiff for all hours worked pursuant to the Cal.
8 *Lab. Code* was deliberate, intentional, and in bad faith, and has caused Plaintiff to incur
9 damages. Defendants' unlawful conduct has been pursuant to a corporate policy or practice
10 designed and intended to minimize labor costs and evade the payment of wages and payroll
11 taxes by designating certain workers as "interns", thereby denying them the compensation and
12 statutorily required notice to which they are entitled, all in violation of the California Labor
13 Code.

14 39. Accordingly, Plaintiff brings this as a class action to obtain for herself and
15 similarly situated employees who elect to opt-in to this action pursuant to the class action
16 provisions of Cal. *Civ. Code* § 382 to obtain the wages she and other employees were
17 unlawfully denied, including minimum wages, plus interest, liquidated damages, penalties,
18 attorneys' fees and costs.

19 **STATUTORY AND REGULATORY BACKGROUND**

20 40. Cal. *Lab. Code* § 90.5(a) states that it is the public policy of the State of
21 California to vigorously enforce minimum labor standards to ensure employers are not required
22 to work under substandard and unlawful conditions, and to protect employers who comply with
23 the law from those who attempt to gain competitive advantage at the expense of their workers
24 by failing to comply with minimum labor standards.

25 California Labor Code § 1194, et seq.

26 41. Cal. *Lab. Code* §1194, et seq. provides that any employee who receives less than
27 the legal minimum wage or the legal overtime compensation applicable to the employee is
28 entitled to recover in a civil action the unpaid balance of the full amount of the minimum wage

1 and/or overtime compensation, including interest thereon, reasonable attorney's fees, and costs
2 of suit.

3 California Labor Code § 1197

4 42. Cal. Lab. Code §1197 provides that the payment of a wage less than the
5 minimum fixed by the Labor Commission is unlawful.

6 California Labor Code §§ 201 through 203

7 43. Cal. Lab. Code § 201 requires an employer who discharges an employee to pay
8 compensation due and owing said employee immediately upon discharge. Cal. Lab. Code §
9 202 requires an employer to promptly pay compensation due and owing an employee within 72
10 hours of that employee's separation of employment by resignation. Cal. Lab. Code §203
11 provides that if an employer willfully fails to pay compensation promptly upon discharge or
12 resignation as required pursuant to Cal. Lab. Code §§ 201 and 202, said employer is liable to
13 said employee for waiting time penalties up to an amount equal to thirty days pay.

14 California Labor Code § 226(a) and (e)

15 44. Cal. Labor Code § 226(a) requires an employer to keep accurate, itemized pay
16 statement. If an employer fails to do so, then an employee who suffers injury from such failure
17 may collect \$50 for the first violation and \$100 for every violation after that, up to a maximum
18 of \$4,000 per employee.

19 **CLASS ALLEGATION**

20 45. Plaintiff brings this action pursuant to Cal. Code of Civ. Proc. § 382, on behalf
21 of herself and all others similar situated, as members of the proposed Plaintiff class defined as
22 follows:

23 All residents of the State of California employed by Defendants who were referred to as
24 "interns" or who performed any functions of an "intern" or who performed other
25 services or functions for Defendants during the relevant time period – i.e., four years
26 before the filing of this Complaint to the present – and were not compensated the
27 minimum wage and overtime requirements mandated by California law

28 46. Excluded from the Class are governmental entities, Defendants, any entity in

1 which Defendants have a controlling interest, and Defendants' officers, directors, affiliates,
2 legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns. Also
3 excluded from the Class are any judges, justices or judicial officers presiding over this matter
4 and the members of their immediate families and judicial staff.

5 47. **Numerosity:** The putative class is so numerous that joinder of all members is
6 impracticable. The size of the putative class is believed to be in excess of 100 individuals. In
7 additional, the names of all potential members of the putative class are not known.

8 48. **Ascertainability:** The identity of the individual Class members is ascertainable
9 through Defendants' and/or Defendants' agents' records or by public notice.

10 49. Plaintiff contemplates providing notice to the putative class members by the
11 most efficient method practical.

12 50. **Typicality:** Plaintiff's claims are typical of the claims of members of the Class,
13 as Plaintiff was subject to the same common course by Defendants as all Class members. The
14 injuries to each member of the Class were caused directly by Defendants' wrongful conduct as
15 alleged herein.

16 51. **Common Questions of Law and Fact Predominate:** Plaintiff and putative
17 class members are all victims of MGM's common policy and/or plan to violate California wage
18 and hour statutes by: (1) misclassifying the Plaintiff and members of the putative class as
19 exempt from minimum wage; (2) failing to provide minimum wages and overtime
20 compensation for work performed; (3) failing to timely pay for the work performed; and (4)
21 failing to comply with the requirements of Cal. *Lab. Code* § 226. MGM uniformly applied the
22 same employment practices, policies, and procedures to all interns who worked for MGM in the
23 State of California.

24 52. The questions of law and fact common to the Class predominate over questions
25 affecting only individual class members, in that the claims of all Class members for each of the
26 claims herein can be established with common proof, and include, but are not limited to the
27 following:

28 (a) Whether Defendants employed and/or jointly employed Plaintiff and members of

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- the Class within the meaning of the Cal. *Lab. Code* and California Wage Order No. 12.
- (b) Whether Defendants had a policy or practice of failing to pay Plaintiff and members of the Class the minimum wage for all hours worked in violation of Cal. *Lab. Code* §§ 1194, 1197, as alleged herein;
 - (c) Whether Defendants' classification of Plaintiff and members of the Class as non-employees violated the California Labor Code and California Wage Order No. 12;
 - (d) Whether Plaintiff and members of the Class performed work that provided an immediate advantage to Defendants;
 - (e) Whether Defendants were required to keep accurate records of the hours worked and the wages paid to Plaintiff and members of the Class;
 - (f) Whether Defendants were required to provide Plaintiff and members of the Class properly itemized pay statements;
 - (g) Whether Defendants' policy or practice of failing to pay Plaintiff and members of the Class was instituted willfully or with reckless disregard for the law;
 - (h) Whether Defendants' conduct constitutes unfair or unlawful business practices within the meaning of Cal. *Bus. & Prof. Code* §§ 17200 et seq.;
 - (i) Whether the members of the Class are entitled to injunctive relief;
 - (j) Whether Defendants are liable to Plaintiff and members of the Class for statutory penalties;
 - (k) Whether Defendants are liable to Plaintiff and members of the Class for punitive damages;
 - (l) Whether Defendants are liable to Plaintiff and members of the Class for pre-judgment interest;
 - (m) Whether Defendants are liable to Plaintiff and members of the Class for pre-judgment interest; and
 - (n) Whether Defendants are liable for attorneys' fees and costs.

1 53. **Adequacy of Representation:** Plaintiff will fairly and adequately represent and
2 protect the interests of the Class. Plaintiff has retained counsel with substantial experience in
3 handling complex class action litigation. Plaintiff and her counsel are committed to prosecuting
4 this action vigorously on behalf of the Class and have financial resources to do so.

5 54. **Superiority of Class Action:** A class action is superior to other available
6 methods for the fair and efficient adjudication of the present controversy. Class members have
7 little interest in individually controlling the prosecution of separate actions because the
8 individual damage claims of each Class member are not substantial enough to warrant
9 individual filings. In sum, for many, if not most, Class members, a class action is the only
10 feasible mechanism that will allow them an opportunity for legal redress and justice. Plaintiff is
11 unaware of any litigation concerning the present controversy already commenced by members
12 of the Class. The conduct of this action as a class action in this forum, with respect to some or
13 all of the issues presented herein, presents fewer management difficulties, conserves the
14 resources of the parties and of the court system, and protects the rights of each Class member.

15 55. Plaintiff will fairly and adequately protect the interest of the Class. Plaintiff
16 does not have any interests antagonistic to those of the Class. Further, Plaintiff has retained
17 counsel experienced in class action litigation and employment litigation.

18 56. Class-wide damages are essential to induce Defendants to comply with the
19 federal and state laws alleged in the Complaint.

20 57. Class members are unlikely to prosecute such claims on an individual basis since
21 the individual damages are small. Management of these claims is likely to present significantly
22 fewer difficulties than those presented in many class claims, e.g., securities fraud.

23 58. Defendant has acted on grounds generally applicable to the Class thereby
24 making appropriate final declaratory relief with respect to the Class as a whole.

25 59. Members of the Class are likely to be unaware of their rights.

26 60. There is a well-defined community of interest in the questions of law and fact
27 involved affecting the members of the Class.

28 61. Plaintiff seeks preliminary and permanent injunctive and equitable relief on

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1 behalf of the entire Class, on grounds generally applicable to the entire Class, enjoining and
2 prevent Defendants from engaging in the acts described arising out of their illegal tactics of not
3 compensating interns consistent with California law.

4 62. Absent a class action, Defendants' violations of law will continue and
5 Defendants will continue to reap and retain substantial process as a result of their improper
6 conduct.

7 63. Defendants have acted and refused to act on grounds generally applicable to the
8 Class, making appropriate final injunctive relief with respect to the Class as a whole.

9 **FIRST CAUSE OF ACTION**

10 **(FAILURE TO PAY MINIMUM WAGE UNDER CALIFORNIA LABOR CODE §§ 1194 AND 1197)**

11 **(On Behalf of Plaintiff and the Class against All Defendants)**

12 64. Plaintiff hereby incorporates by reference and re-alleges each and every
13 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
14 forth herein.

15 65. Plaintiff alleges, on the basis of information and belief, that Defendants, from the
16 time the applicable statute of limitations begins to the present time, have engaged in the regular
17 practice of requiring, suffering or permitting Plaintiff and members of the Class to work without
18 paying them the legal minimum wage.

19 66. Under the Industrial Welfare Commission's wage orders the term "hours
20 worked" is the time during which an employee is subject to the control of an employer and
21 includes, but is not limited to, all time that an employee is suffered or permitted to work. An
22 employer must pay its employees for all "hours worked".

23 67. Defendants did not pay wages for any of the time that they controlled Plaintiff
24 and the members of the Class and/or suffered or permitted them to work.

25 68. Plaintiff and members of the Class are not exempt from the minimum wage
26 requirements under California law.

27 69. Defendants failed to pay Plaintiff and members of the Class the required legal
28 minimum wage and overtime compensation for all hours worked, in violation of Cal. *Lab. Code*

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1 §§ 1194, 1197 and IWC Wage Order 12.

2 70. As a result of the actions of Defendants in failing and refusing to pay the
3 minimum wages required by law, Plaintiff and members of the Class were damaged by not
4 receiving compensation which they should have received, but did not receive. Plaintiff and
5 members of the Class are therefore entitled to compensation in an amount to be proven at trial
6 for unpaid overtime, pre-judgment interest, penalties, attorneys' fees and costs pursuant to Cal.
7 *Lab. Code* §1194.

8 71. Defendants, and each of them, individually or by and through their respective
9 officers, directors and managing agents, ordered, authorized, approved or ratified the conduct
10 herein alleged with the intent to deprive Plaintiff and members of the Class of wages and other
11 compensation and benefits to which they are and were entitled under California law, so as to
12 increase Defendants' profits at the expense of the health and welfare of their employees,
13 contrary public policy and clear statutory obligations.

14 72. *Cal. Civ. Code* § 3294 provides for punitive damages as an additional remedy for
15 any plaintiff who establishes that a defendant has been guilty of oppression or malice in an
16 action for the breach of an obligation not arising from contract. Plaintiff is informed and
17 believes and thereon alleges that in doing, ordering, authorizing, approving and ratifying the
18 acts, policies and practices alleged herein, the Defendants, and each of them, acted in conscious
19 and intentional disregard for the economic rights of the members of the Class, as well as the
20 health and welfare of members of the Class. In so doing, the Defendants acted with malice, as
21 such term is defined in *Cal. Civ. Code* § 3294, in that they engaged in despicable conduct
22 carried out with a willful and conscious disregard for the rights of others, in blatant violation of
23 state mandated law and public policy. Defendants further acted with oppression, as such term is
24 defined in *Cal. Civ. Code* § 3294, in that they engaged in despicable conduct that subjected their
25 workers to cruel and unjust hardships in conscious disregard of such worker's rights. The
26 promulgation and enforcement of the malicious and oppressive workplace policies described
27 herein entitle Plaintiff and each member of the Class to recover punitive and exemplary
28 damages against these Defendants in an amount deemed by the trier of fact sufficient to punish,

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1 deter and make an example of them.

2 **SECOND CAUSE OF ACTION**

3 **(FAILURE TO PAY COMPENSATION AT THE TIME OF TERMINATION IN VIOLATION OF**
4 **CALIFORNIA LABOR CODE §§ 201-203)**

5 **(On Behalf of Plaintiff and the Class against All Defendants)**

6 73. Plaintiff hereby incorporates by reference and re-alleges each and every
7 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
8 forth herein.

9 74. Defendants have willfully failed and refused to pay compensation and wages to
10 Plaintiff and members of the Class upon their separation of employment.

11 75. Defendants' failure to timely pay compensation and wages to Plaintiff and
12 members of the Class at the time of their separation of employment was willful. As a result,
13 Defendants are liable to Plaintiff and members of the Class for waiting time penalties under
14 Cal. Lab. Code § 203 in an amount to be ascertained at trial, together with prejudgment interest,
15 attorney's fees, and costs.

16 76. Plaintiff is informed and believes, and thereon alleges, that the Defendants, and
17 each of them, individually or by and through their respective officers, directors and managing
18 agents, ordered, authorized, approved or ratified the conduct herein alleged with the intent to
19 deprive Plaintiff and members of the Class of wages and other compensation and benefits to
20 which they are and were entitled under California law, so as to increase Defendants' profits at
21 the expense of the health and welfare of their employees, contrary public policy and clear
22 statutory obligations.

23 77. Cal. Civ. Code § 3294 provides for punitive damages as an additional remedy for
24 any plaintiff who establishes that a defendant has been guilty of oppression or malice in an
25 action for the breach of an obligation not arising from contract. Plaintiff is informed and
26 believes and thereon alleges that in doing, ordering, authorizing, approving and ratifying the
27 acts, policies and practices alleged herein, the Defendants, and each of them, acted in conscious
28 and intentional disregard for the economic rights of the members of the Class, as well as the

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1 health and welfare of members of the Class. In so doing, the Defendants acted with malice, as
2 such term is defined in Cal. Civ. Code § 3294, in that they engaged in despicable conduct
3 carried out with a willful and conscious disregard for the rights of others, in blatant violation of
4 state mandated law and public policy. Defendants further acted with oppression, as such term is
5 defined in Cal. Civ. Code § 3294, in that they engaged in despicable conduct that subjected their
6 workers to cruel and unjust hardships in conscious disregard of such worker's rights. The
7 promulgation and enforcement of the malicious and oppressive workplace policies described
8 herein entitle Plaintiff and each member of the Class to recover punitive and exemplary
9 damages against these Defendants in an amount deemed by the trier of fact sufficient to punish,
10 deter and make an example of them.

11 **THIRD CAUSE OF ACTION**

12 **(FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF**
13 **CALIFORNIA LABOR CODE § 226)**

14 **(On Behalf of Plaintiff and the Class against All Defendants)**

15 78. Plaintiff hereby incorporates by reference and re-alleges each and every
16 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
17 forth herein.

18 79. Defendants have willfully failed to provide accurate and properly itemized pay
19 statements in that Defendants have illegally mischaracterized, misclassified and underpaid the
20 members of the Class by designating them as "interns."

21 80. Plaintiff and members of the Class have suffered injury from Defendants'
22 misclassification, underpayment, and inaccurate and improperly itemized pay statements.

23 81. Defendants' willful failure to provide accurate and properly itemized pay
24 statements makes them liable for the greater of actual damages or \$50 for the first violation and
25 \$100 for each violation thereafter, capped at \$4,000 per employee, costs, attorneys' fees, and
26 injunctive relief.

27 82. Plaintiff is informed and believes and thereon alleges that the Defendants, and
28 each of them, individually or by and through their respective officers, directors and managing

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04/30/2015

1 agents, ordered, authorized, approved or ratified the conduct herein alleged with the intent to
2 deprive Plaintiff and members of the Class of wages and other compensation and benefits to
3 which they are and were entitled under California law, so as to increase Defendants' profits at
4 the expense of the health and welfare of their employees, contrary public policy and clear
5 statutory obligations.

6 83. Cal. Civ. Code § 3294 provides for punitive damages as an additional remedy for
7 any plaintiff who establishes that a defendant has been guilty of oppression or malice in an
8 action for the breach of an obligation not arising from contract. Plaintiff is informed and
9 believes and thereon alleges that in doing, ordering, authorizing, approving and ratifying the
10 acts, policies and practices alleged herein, the Defendants, and each of them, acted in conscious
11 and intentional disregard for the economic rights of the members of the Class, as well as the
12 health and welfare of members of the Class. In so doing, the Defendants acted with malice, as
13 such term is defined in Cal. Civ. Code § 3294, in that they engaged in despicable conduct
14 carried out with a willful and conscious disregard for the rights of others, in blatant violation of
15 state mandated law and public policy. Defendants further acted with oppression, as such term is
16 defined in Cal. Civ. Code § 3294, in that they engaged in despicable conduct that subjected their
17 workers to cruel and unjust hardships in conscious disregard of such worker's rights. The
18 promulgation and enforcement of the malicious and oppressive workplace policies described
19 herein entitle Plaintiff and each member of the Class to recover punitive and exemplary
20 damages against these Defendants in an amount deemed by the trier of fact sufficient to punish,
21 deter and make an example of them.

22 **FOURTH CAUSE OF ACTION**

23 (ACCOUNTING)

24 (On Behalf of Plaintiff and the Class against All Defendants)

25 84. Plaintiff hereby incorporates by reference and re-alleges each and every
26 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
27 forth herein.

28 85. Plaintiff and members of the Class are owed unpaid wages, penalties, interest,

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1 and restitution by Defendants.

2 86. Plaintiff does not know the exact amount of wages, commissions, penalties,
3 interest and restitution due to her or members of the Class. Plaintiff is informed and believes
4 and thereupon alleges that the Defendants possess records from which the amounts of wages,
5 penalties, interest and restitution due them may be calculated. Therefore, an accounting of the
6 books and records of each Defendant is required.

7 87. Therefore, Plaintiff demands an accounting of Defendants' records.

8 **FIFTH CAUSE OF ACTION**

9 **(VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW,**

10 **CALIFORNIA BUS. & PROF. CODE §§ 17200, *ET SEQ.*)**

11 **(On Behalf of Plaintiff and the Class against All Defendants)**

12 88. Plaintiff hereby incorporates by reference and re-alleges each and every
13 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
14 forth herein.

15 89. *Cal. Bus. & Prof. Code* §§ 17200, *et seq.*, (“UCL”) prohibits any “unlawful,
16 unfair or “fraudulent” ... business act or practice.”

17 **UNLAWFUL**

18 90. Defendants committed “unlawful” business practices acts and practices within
19 each of the four years prior to the commencement of this action by:

20 (a) Failing to pay to members of the Class the minimum wage for all time under the
21 control of Defendant in violation of *Cal. Lab. Code* §§ 1194, 1197;

22 (b) Failing to pay members of the Class all compensation due at the time of
23 separation of employment in violation of *Cal. Lab. Code* §§ 201, 202, 203, 204,
24 and 226;

25 (c) Failing to issue properly itemized wage statement, and failed to pay wages for all
26 time under the control of the employer in violation of *Cal. Lab. Code* § 1174;
27 and

28 91. Such conduct is ongoing and continues to this date and violates the unlawful

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former employees similarly situated, and the general public, prays for judgment as follows:

1. Certifying the Class as requested herein;
2. Providing such further relief as may be just and proper;
3. Appointing Plaintiff as Class representative, and her counsel to represent the Class.

In addition, Plaintiff, and the Class members pray for further judgment as follows:

4. Restitution of the funds improperly not disbursed by Defendants;
5. Any and all statutory penalties to be paid by Defendants according to proof for Plaintiff and members of the Class.
6. For pre-judgment interest at the legal rate pursuant to Cal. *Civ. Code* § 3289 and Cal. *Lab. Code* §218.6;
7. For an accounting of Defendants' relevant records;
8. For equitable and injunctive relief, including pursuant to Cal. *Bus. & Prof. Code* § 17203;
9. For attorneys' fees pursuant to Cal. *Lab. Code* §1194 or as otherwise permitted by statute
10. For costs of suit incurred herein;
11. For punitive damages as alleged; and
12. For such other and further relief as the court deems just and proper;

Dated: April 28, 2015

**KRISTENSEN WEISBERG, LLP
NORTON MOORE & ADAMS LLP
LAW OFFICES OF MICHAEL V. PUNDEFF**

John P. Kristensen
David L. Weisberg
William A. Adams
Michael V. Pundeff
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues which may be tried by a jury.

Dated: April 28, 2015

**KRISTENSEN WEISBERG, LLP
NORTON MOORE & ADAMS LLP
LAW OFFICES OF MICHAEL V. PUNDEFF**

John P. Kristensen
David L. Weisberg
William A. Adams
Michael V. Pundeff
Attorneys for Plaintiffs

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Los Angeles, California 90025

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 John P. Kristensen (SBN 224132)
 Kristensen Weisberg, LLP
 12304 Santa Monica Boulevard, Suite 100
 Los Angeles, California 90025
 TELEPHONE NO.: (310) 507-7924 FAX NO.: (310) 507-7906
 ATTORNEY FOR (Name): Plaintiff Kimi Gupta
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, California 90012
 BRANCH NAME: Stanley Mosk Superior Courthouse
 CASE NAME:
 Kimi Gupta vs. MGM Productions LLC, et al.

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

APR 30 2015

Sherri R. Carter, Executive Officer/Clerk
 By *Cristina Grijalva* Deputy
 Cristina Grijalva

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 580436**

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|---|
| <p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input checked="" type="checkbox"/> Other employment (15)</p> | <p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p> | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|--|---|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): Five (5)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 29, 2015
 John P. Kristen
 (TYPE OR PRINT NAME)

[Signature]
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
- Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
- Declaratory Relief Only
- Injunctive Relief Only *(non-harassment)*
- Mechanics Lien
- Other Commercial Complaint Case *(non-tort/non-complex)*
- Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

SHORT TITLE: Kimi Gupta v. MGM HD Productions, et al.	CASE NUMBER: BC 580436
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ORIGINAL

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5-7 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

Auto Tort
Other Personal Injury/Property Damage/Wrongful Death

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

Kimi Gupta v. MGM HD Productions, et al.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Unlawful Detainer Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

Kimi Gupta v. MGM HD Productions, et al.

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

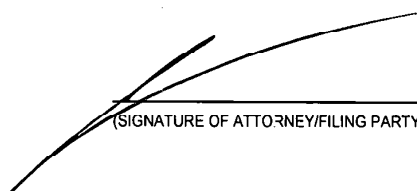
SHORT TITLE: Kimi Gupta v. MGM HD Productions, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: All three named defendants have their principal place of business located at 245 North Beverly Drive, Beverly Hills, California, 90210. Additionally, the complaint is being filed on behalf of class, and therefore Stanley Mosk Superior Court is the proper venue.
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: April 29, 2015


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
 2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
 3. Civil Case Cover Sheet, Judicial Council form CM-010.
 4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
 5. Payment in full of the filing fee, unless fees have been waived.
 6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
- Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

04/29/2015