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10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

12 **PAUL WARD**, individually and on behalf of
13 other persons similarly situated,

14 Plaintiff,

15 vs.

16 **HOME BOX OFFICE, INC.**, a foreign
corporation; **COOLER WATERS**
17 **PRODUCTIONS, LLC**, a foreign limited
liability company; and **DOES 1 through 50**,
18 inclusive,

19 Defendants.

Case No.: **23STCV11666**

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Failure to Pay All Premium Wages
2. Failure to Pay All Overtime Wages
3. Failure to Pay All Wages Due and Owing On Separation;
4. Failure to Provide Accurate Wage Statements;
5. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200]

DEMAND FOR JURY TRIAL

1 Plaintiff Paul Ward (“Plaintiff”) on behalf of himself, and all others similarly situated,
2 complains and alleges as follows:

3 **INTRODUCTION**

4 1. This is a class action lawsuit brought on behalf of Plaintiff and other similarly
5 situated persons who work or worked as non-union background talent for Defendants, Home Box
6 Office, Inc. and/or Cooler Waters Productions, LLC who, in addition to their base hourly rate,
7 earned other forms of compensation not excludable under California law when calculating an
8 employee’s regular rate. Plaintiff’s claims for overtime and meal and rest period violations,
9 inaccurate wage statement penalties, waiting time penalties, and unfair competition arise from
10 Defendants’ failure to factor these forms of non-discretionary remuneration into the calculation
11 of the regular rate of pay for the payment of overtime (and double time) and the calculation of
12 the regular rate of compensation for the payment of break premiums under Labor Code § 226.7
13 and 512. Pursuant to Code of Civil Procedure § 382, Plaintiff seeks class-wide remedies for
14 underpayment of premium wages for meal and rest period violations, underpayment of overtime
15 wages, waiting time penalties in the form of continuation wages for failure to timely pay
16 employees all wages, inaccurate wage statement penalties, equitable relief, reasonable attorneys’
17 fees and costs.

18 **JURISDICTION AND VENUE**

19 2. The Superior Court of the State of California has jurisdiction in this matter
20 because Plaintiff is a resident in the State of California and Defendants are qualified to do
21 business in and regularly conduct business in California. Further, no federal question is at issue
22 because the claims are based solely on California law.

23 3. This Court has jurisdiction over this action under Article 6 of the California
24 Constitution and California Code of Civil Procedure § 410.10.

25 4. This Court has jurisdiction over Plaintiff’s and Class Members’ claims for unpaid
26 overtime wages, unpaid premium wages and waiting time penalties under California Labor Code
27 § 218.

1 11. On information and belief, Cooler Waters Productions, LLC is now, and at all
2 times mentioned in this complaint, was, a foreign limited liability company organized and
3 existing under the laws of the State of Delaware and is qualified to do business in California.

4 12. Plaintiff is informed and believes that DOES 1 through 50 are corporations,
5 individuals, limited liability partnerships, limited liability companies, general partnerships, sole
6 proprietorships or are other business entities or organizations of a nature not currently known to
7 Plaintiff.

8 13. Plaintiff is unaware of the true names of Defendants DOES 1 through 50.
9 Plaintiff sues said defendants by said fictitious name and will amend this complaint when the
10 true names and capacities are ascertained or when such facts pertaining to liability are
11 ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each
12 of the fictitiously named Defendants is in some manner responsible for the events and allegations
13 set forth in this complaint.

14 14. All of the acts and failures to act alleged herein were duly performed by and were
15 attributable to all Defendants, each acting as a joint employer, successor, agent, employee, or
16 under the direction and control of the others, except as specifically alleged otherwise. Said acts
17 and failures to act were within the scope of such agency and/or employment, and each Defendant
18 participated in, approved and/or ratified the unlawful acts and omissions by the other Defendants
19 complained of herein. Whenever and wherever reference is made in this Complaint to any act by
20 a Defendant or Defendants, such allegations and reference shall also be deemed to mean the acts
21 and failures to act of each Defendant acting individually, jointly and/or severally.

22 15. Plaintiff makes the allegations in this complaint without any admission that, as to
23 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading, and
24 Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

25 16. Defendants Home Box Office, Inc., Cooler Waters Productions, LLC and DOES
26 1-50 are collectively referred to herein as "Defendants," and each, a "Defendant."

CLASS DEFINITIONS AND CLASS ALLEGATIONS

27. Plaintiff brings this action on behalf of herself, on behalf of all others similarly situated, and as a member of Classes defined as follows:

a. Overtime Class: All current and former non-exempt non-union employees of any Defendant employed as background talent in California who earned and were paid overtime wages on the same work day that any Defendant paid them Incentive Pay (as defined above) during the four years preceding the filing of Plaintiff's Complaint through the date Notice is mailed to the members of this Class.

b. Break Premium Class: All current and former non-exempt non-union employees of any Defendant employed as background talent in California to whom any Defendant paid premium pay pursuant to Labor Code section 226.7 or Sections 11 or 12 of the applicable Wage Orders on the same work day that any Defendant paid them Incentive Pay (as defined above) during the four years preceding the filing of Plaintiff's Complaint through the date Notice is mailed to the members of this Class.

c. Waiting Time Penalty Class: Members of the Overtime Class and members of the Break Premium Class whose employment by any Defendant ended at any time during the three years preceding the filing of Plaintiff's Complaint through the date Notice is mailed to the members of this Class.

c. Wage Statement Class: Members of the Overtime Class and members of the Break Premium Class employed by any Defendant at any time during the one-year period preceding the filing of Plaintiff's Complaint through the date Notice is mailed to the members of this Class.

1 28. This action has been brought and may be properly maintained as a class action
2 pursuant to the provisions of California Code of Civil Procedure § 382 and other applicable law.

3 29. **Numerosity:** Code of Civil Procedure § 382: members of the Classes are so
4 numerous that their individual joinder is impracticable. Plaintiff estimates that there are no less
5 than 50 persons in each of the classes. The precise number of Class members and their addresses
6 are unknown to Plaintiff. However, Plaintiff is informed and believes that the number can be
7 obtained from Defendants' records. Class members may be notified of the pendency of this
8 action by mail, electronic mail, the Internet, or published notice.

9 30. **Existence of Predominance of Common Questions of Fact and Law:** Code of
10 Civil Procedure § 382: Common questions of law and fact exist as to all members of the Class.
11 These questions predominate over any questions effecting only individual members of the class.
12 These common factual and legal questions include:

- 13 (a) Whether Defendants' failure to factor non-discretionary remuneration, such as
14 shift differentials and other forms of compensation paid to class members, into
15 the payment of overtime wages violated Labor Code § 510 and the applicable
16 IWC Wage Orders;
- 17 (b) Whether Defendants' failure to factor non-discretionary remuneration, such as
18 shift differentials and other forms of compensation paid to class members, into
19 the payment of premium wages for break violations violated Labor Code §
20 226.7(c) and the applicable IWC Wage Orders;
- 21 (c) Whether Defendants failed to provide class members who ceased employment
22 with Defendants all wages owed at the time of the cessation of the employe-
23 employer relationship;
- 24 (d) Whether Defendants committed unlawful business practices or acts within the
25 meaning of Business & Professions Code Sects. 17200 *et seq.*;
- 26 (e) Whether, as a consequence of Defendants' unlawful conduct, the members of
27 the Classes are entitled to restitution, and/or equitable relief;

1 (f) Whether Defendants' affirmative defenses, if any, raise any common issues of
2 law or fact as to Plaintiff and the class members as a whole.

3 31. **Typicality:** Plaintiff's claims are typical of the claims of the members of each
4 Class because Plaintiff, as an hourly paid employee, was exposed to the same unlawful business
5 practices as the members of the classes. Plaintiff sustained the same types of injuries and losses
6 that the class members sustained. Plaintiff is subject to the same affirmative defenses as the
7 members of the class.

8 32. **Adequacy:** Plaintiff will adequately and fairly protect the interests of the
9 members of the Classes. Plaintiff has no interest adverse to the interests of absent Class
10 members. Plaintiff is represented by legal counsel who has substantial class action experience in
11 civil litigation and employment law.

12 33. **Superiority:** A class action is superior to other available means for fair and
13 efficient adjudication of the claims of the Classes and would be beneficial for the parties and the
14 court. Class action treatment will allow a large number of similarly situated persons to prosecute
15 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
16 duplication of effort and expense that numerous individual actions would require. The monetary
17 amounts due to many individual Class members are likely to be relatively small, and the burden
18 and expense of individual litigation would make it difficult or impossible for individual members
19 of the Class to seek and obtain relief. A class action will serve an important public interest by
20 permitting such individuals to effectively pursue recovery of the sums owed to them. Further,
21 class litigation prevents the potential for inconsistent or contradictory judgments raised by
22 individual litigation.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY ALL PREMIUMS FOR MEAL AND REST PERIOD VIOLATIONS**

25 **(By Plaintiff and the Break Premium Class against Defendants)**

26 34. Plaintiff re-alleges and incorporates by reference the foregoing allegations as
27 though set forth herein.

1 35. At all relevant times, Plaintiff and the other members of the Break Premium Class
2 were employees of one or more Defendants covered by Labor Code Section 226.7 and the
3 applicable Wage Orders, including Wage Order 12.

4 36. Pursuant to Labor Code Section 226.7 and Wage Order 12, Plaintiff and the other
5 members of the Break Premium Class were entitled to rest periods of at least 10 minutes for each
6 four-hour period of work, or major fraction thereof, and one hour of additional pay (i.e.,
7 premium) for every day a required rest period was not provided.

8 37. Pursuant to Labor Code Sections 226.7 and 512, and Wage Order 12, Plaintiff and
9 the other members of the Break Premium Class were entitled to a meal period of at least 30
10 minutes for each workday they worked more than 5 hours in any workday, and one additional
11 hour of pay (i.e., premium) for every day that a timely meal period was not provided.

12 38. When one or more Defendants failed to allow Plaintiff and other members of the
13 Break Premium Class to take their meal and/or rest periods in accordance with Labor Code
14 Section 226.7 and Wage Order 12, one or more Defendants maintained a policy or practice of
15 paying break premiums at amounts that only included “base hourly wages” and did not factor in
16 Incentive Pay earned for an hour’s work owed to members of the Break Premium Class as
17 required by Labor Code Section 226.7 and Wage Order 12.

18 39. During the period in which one or more Defendants did not provide Plaintiff and
19 members of the Break Premium Class all compliant rest and/or meal periods, one or more
20 Defendants failed to provide Plaintiff and other members of the Break Premium Class the
21 additional hour of pay required by Labor Code Section 226.7 and Wage Order 12.

22 40. As a result of one or more Defendants’ unlawful conduct, Plaintiff and other
23 members of the Break Premium Class have suffered damages in an amount, subject to proof, to
24 the extent they were not paid all premiums owed for meal and rest period violations.

25 41. Pursuant to Labor Code Section 218, Plaintiff and other members of the Break
26 Premium Class are entitled to recover the full amount of their unpaid additional pay for meal and
27 rest period violations. Pursuant to Labor Code Section 218.5, Plaintiff and other members of the

1 Break Premium Class are entitled to recover their reasonable attorney’s fees and costs of suit.
2 Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiff and other
3 members of the Break Premium Class are entitled to recover prejudgment interest on the
4 additional pay owed for meal and rest period violations.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY ALL OVERTIME WAGES**

7 **(Cal. Labor Code §§ 510, 1194)**

8 **(By Plaintiff and the Overtime Class against Defendants)**

9 42. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs,
10 as though they are set forth in full.

11 43. Pursuant to Labor Code Sections 510, 1194 and Subsection 3(D) of Wage Order
12 12-2001, require an employer to pay an employee one and one-half (1½) times such employee’s
13 regular rate of pay for work in excess of eight hours in a day. See Wage Order 12(3)(d)
14 (specifically providing for “One and one-half (1½) times the extra player’s rate of pay for the
15 ninth (9th) and tenth (10th) work hours of employment and not less than double the extra
16 player’s rate of pay for all hours worked thereafter”).

17 44. Plaintiff is informed and believes, and based thereon, alleges that one ore more
18 Defendants regularly and systematically, as a policy and practice, miscalculated the overtime and
19 double time rates of pay by failing to properly include the various forms of Incentive Pay paid to
20 Plaintiff and members of the Overtime Class, such as the \$10 “SMOKE WORK” payment
21 promised to Plaintiff and others and the \$10 “HAIR” payment paid to Plaintiff and others, which
22 are not statutory exclusions when calculating an employee’s regular rate of pay. Rather, Plaintiff
23 and members of the Overtime Class were only paid one and one-half times their base rate, which
24 was not equal to the regular rate, as one ore more Defendants failed to include the various forms
25 of Incentive Pay earned during corresponding periods that were required to be included in the
26 regular rate, but were not.

27 45. At least one Defendant’s policy and practice of requiring overtime work but not
28

1 paying at the proper overtime and double time rates for said work violates Labor Code Section
2 510 and the applicable California Wage Orders.

3 46. As a result of the unlawful acts of Defendants, Plaintiff and the members of the
4 Overtime Class she seeks to represent have been deprived of overtime wages in amounts to be
5 determined at trial, and are entitled to recovery of such amounts, plus interest thereon, attorneys'
6 fees, and costs.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES DUE AND OWING ON SEPARATION OF**
9 **EMPLOYMENT**

10 **(Cal. Labor Code §§ 201.5, 203)**

11 **(By Plaintiff and the Waiting Time Penalty Class against Defendants)**

12 47. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs,
13 as though they are set forth in full.

14 48. Plaintiff and the other members of the Waiting Time Penalty Class were
15 employees of one ore more Defendants covered by Labor Code Sections 201.5 whose
16 employment with Defendants ended during the relevant class period.

17 49. Labor Code Section 201.5 provides "An employee engaged in the production or
18 broadcasting of motion pictures whose employment terminates is entitled to receive payment of
19 the wages earned and unpaid at the time of the termination by the next regular payday."

20 50. As alleged above, one ore more Defendants failed to pay Plaintiff and other
21 members of the Waiting Time Penalty Class all wages earned and unpaid prior to termination,
22 including all overtime and premium wages due at the time of the cessation of the employee-
23 employer relationship in accordance with Labor Code Section 201.5. Plaintiff is informed and
24 believes and thereon alleges that at all relevant times within the applicable limitations period,
25 one or more Defendants maintained and continue to maintain a policy or practice of not paying
26 terminated employees all their final wages, including all overtime wages and premium wages,
27 earned before termination due under Labor Code Section 201.5.

1 51. At least one Defendant's failure to pay Plaintiff and members of the Waiting
2 Time Penalty Class all wages earned prior to termination in accordance with Labor Code Section
3 201.5 was willful. At least one Defendant had the ability to pay all wages earned by employees
4 prior to termination in accordance with Labor Code Section 201.5, but intentionally adopted
5 policies or practices incompatible with the requirements of Labor Code Section 201.5.

6 52. Pursuant to Labor Code Section 201.5, Plaintiff and other members of the Waiting
7 Time Penalty Class are entitled to all wages earned prior to termination that Defendants failed to
8 pay them.

9 53. Pursuant to Labor Code Section 203, Plaintiff and other members of the Waiting
10 Time Penalty Class are entitled to continuation of their wages, from the day their earned and
11 unpaid wages were due upon termination until paid, up to a maximum of 30 days.

12 54. As a result of one or more of Defendants' conduct, Plaintiff and other members of
13 the Waiting Time Penalty Class have suffered damages in an amount, subject to proof, to the
14 extent they were not paid for all wages earned prior to termination.

15 55. As a result of one or more of Defendants' conduct, Plaintiff and members of the
16 Waiting Time Penalty Class have suffered damages in an amount, subject to proof, to the extent
17 they were not paid all continuation wages owed under Labor Code Section 203.

18 56. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of
19 the Waiting Time Penalty Class are entitled to recover the full amount of their unpaid wages,
20 continuation wages under Labor Code Section 203, reasonable attorney's fees and costs of suit.
21 Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiff and other
22 members of the Waiting Time Penalty Class are entitled to recover prejudgment interest on the
23 amount of their unpaid wages and unpaid continuation wages.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code § 226)

(By Plaintiff and the Wage Statement Class against Defendants)

57. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs, as though they are set forth in full.

58. Labor Code § 226(a) sets forth reporting requirements for employers when they pay wages, including in relevant part: “Every employer shall ... at the time of each payment of wages, furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned,” Labor Code § 226(e)(1) provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual 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) per employee, and is entitled to an award of costs and reasonable attorneys’ fees.”

59. Labor Code § 226(e)(2)(B)(iii) provides: “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6) and (9) of subdivision (a) ... (iii) The name and address of the employer....”

60. Throughout the period applicable to this cause of action, one or more Defendants knowingly and intentionally failed to furnish, and continue to knowingly and intentionally fail to furnish, to Plaintiff and other members of the Wage Statement Class, itemized statements

1 accurately showing the required information, including but not limited to all wages earned and
2 correct applicable hourly rates of pay.

3 61. Plaintiff and the other members of the Wage Statement Class suffered injury by
4 these failures because, among other things, they could not determine from the wage statement
5 alone their total wages and correct hourly rates.

6 62. Plaintiff and the other Wage Statement Class members are entitled to the amounts
7 provided for in Labor Code § 226(e), plus costs of suit.

8 63. Pursuant to Civil Code § 3287(a), Plaintiff and the other members of the Wage
9 Statement Class are entitled to recover prejudgment interest on the amount of their § 226(e)
10 remedies. Pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine,
11 and/or the common fund doctrine, Plaintiff and other members of the Class are entitled to
12 recover their attorney’s fees.

13 **FIFTH CAUSE OF ACTION**

14 **FOR RESTITUTION OF UNDERPAYMENT OF OVERTIME AND PREMIUM WAGES**
15 **PURSUANT TO BUSINESS & PROFESSIONS CODE SECTIONS 17200 ET SEQ.**

16 **(UNFAIR COMPETITION)**

17 **(By Plaintiff and the Classes against Defendants)**

18 64. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs,
19 as though they are set forth in full.

20 65. Beginning at an exact date unknown to Plaintiff, one or more Defendants engaged
21 in unfair competition as defined in California Business and Professions Code section 17200.

22 66. Section 17200 provides a private cause of action for any “unlawful, unfair or
23 fraudulent business practice and unfair, deceptive, untrue or misleading advertising.”

24 67. At all times relevant to this action, Plaintiff and other members of the Classes
25 were employees of one or more Defendants entitled to the benefits of Labor Code sections 201-
26 203, 226.7, 510 and 1194.

27 68. During the relevant time period, one or more Defendants intentionally and
28

1 willfully failed to pay Plaintiff and other members of the Overtime Class their overtime wages at
2 the rate of pay required by law. Accordingly, Plaintiff and other members of the Overtime Class
3 did not receive the full amount of overtime and double time that they were entitled to receive by
4 law.

5 69. During the relevant time period, one or more Defendants intentionally and
6 willfully failed to pay Plaintiff and other members of the Break Premium Class their meal and
7 rest break premium wages at the rate of pay required by law. Accordingly, Plaintiff and other
8 members of the Break Premium Class did not receive the full amount of premium wages that
9 they were entitled to receive by law.

10 70. During the relevant time period, one or more Defendants intentionally and
11 willfully failed to pay Plaintiff and other members of the Waiting Time Penalty Class the full
12 amount of their overtime wages and/or premium wages upon the separation of employment by
13 one or more Defendants and, thereafter, failed to pay waiting time penalties pursuant to Labor
14 Code section 203 to the members of the Waiting Time Penalty Class. Accordingly, Plaintiff and
15 members of the Waiting Time Penalty Class did not receive all of the wages they were entitled to
16 receive by law.

17 71. The unlawful conduct of one or more Defendants alleged herein constitutes unfair
18 competition within the meaning of Business and Professions Code section 17200. Due to its
19 unlawful and unfair business practices in violation of the Labor Code, Defendants have gained a
20 competitive advantage over other comparable companies doing business in the State of
21 California that comply with their obligations under the Labor Code.

22 72. As a result of one or more of Defendants' unfair competition as alleged herein,
23 Plaintiff and other members of the Classes have suffered injury in fact and lost money or
24 property. Plaintiff and members of the Classes have been deprived of their rights to all overtime
25 and double time wages owed to them, additional premium wages for meal and rest period
26 violations; and/or timely payment of all earned wages due upon termination of employment.

27 73. Pursuant to Business and Professions Code section 17203, Plaintiff and other
28

1 members of the Classes are entitled to restitution of the amount of overtime pay by which one or
2 more Defendants underpaid them, the amount of the premium wages by which Defendants
3 underpaid them, and to their reasonable attorneys' fees and costs under Code of Civil Procedure
4 section 1021.5.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff on behalf of herself and all others similarly situated, prays for
7 relief and judgment against Defendants as follows:

8 **CLASS CERTIFICATION:**

- 9 1. An order that the action be certified as a class action;
10 2. An order that Plaintiff be certified as the representative of the Classes;
11 3. An order that counsel for Plaintiff be confirmed as Class counsel;

12 **ON THE FIRST CAUSE OF ACTION:**

- 13 1. Damages for underpaid premiums for meal and rest period violations;
14 2. Prejudgment interest;

15 **ON THE SECOND CAUSE OF ACTION:**

- 16 1. Damages for underpaid overtime wages;
17 2. Prejudgment interest;

18 **ON THE THIRD CAUSE OF ACTION:**

- 19 1. Damages for unpaid wages earned prior to termination of employment;
20 2. Damages for unpaid continuation wages owed for failing to pay all earned wages
21 timely upon termination of employment;
22 3. Prejudgment interest;

23 **ON THE FOURTH CAUSE OF ACTION:**

- 24 1. Damages for inaccurate wage statements for each pay period;
25 2. Prejudgment interest;

ON THE FIFTH CAUSE OF ACTION:

1. Restitution of all underpayment of overtime wages by Defendants to Plaintiff and members of the Overtime Class;
2. Restitution of all underpayment of premium wages by Defendants to Plaintiff and members of the Break Premium Class;
3. Prejudgment interest;

ON ALL CAUSES OF ACTION:

1. Judgment in favor of Plaintiff and the putative Classes and against Defendants;
2. Reasonable attorney’s fees;
3. Costs of suit; and
4. Such other relief as the Court deems just and proper.

Dated: May 22, 2023

KIM LEGAL, APC



By: _____
Frank H. Kim
Attorneys for Plaintiff Paul Ward

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Class on all claims so triable.

Dated: May 22, 2023

KIM LEGAL, APC



By: _____
Frank H. Kim
Attorneys for Plaintiff Paul Ward

ClassAction.org

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