

1 MITCHELL SILBERBERG & KNUPP LLP
EMMA LUEVANO (SBN 198421), eyl@msk.com
2 STEPHEN A. ROSSI (SBN 282205), sar@msk.com
2049 Century Park East, 18th Floor
3 Los Angeles, CA 90067-3120
Telephone: (310) 312-2000
4 Facsimile: (310) 312-3100

5 Attorneys for Defendant
NBCUNIVERSAL MEDIA, LLC
6
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 WESTERN DISTRICT – SPRING STREET COURTHOUSE

11 JAMES BO WILLIAMS, individually
and on behalf of all others similarly
12 situated,

13 Plaintiff,

14 v.
15

16 NBCUNIVERSAL MEDIA, LLC, a
17 Delaware Limited Liability Company,
and DOE 1 through and including DOE
18 10,

19 Defendants.
20
21

CASE NO. 2:19-CV-08074

**DEFENDANT NBCUNIVERSAL
MEDIA, LLC’S NOTICE OF
REMOVAL**

(Removed from Los Angeles Superior
Court Case No. 19STCV28243)

(Diversity Jurisdiction:
28 U.S.C. §§ 1332, 1441, and 1446)

[Declarations of Emma Luevano,
Gabriela Kornzweig, and Ted Ragsac,
Certificate of Interested Parties and
Corporate Disclosure Statement
Pursuant to FRCP 7.1. and Local Rule
7.1-1, and Civil Cover Sheet filed
concurrently herewith]

1 **TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE**
2 **CENTRAL DISTRICT OF CALIFORNIA AND TO PLAINTIFF JAMES BO**
3 **WILLIAMS AND HIS ATTORNEYS OF RECORD:**

4 PLEASE TAKE NOTICE THAT, on this date, based on the allegations of the
5 Complaint of Plaintiff James Bo Williams (“Plaintiff”), Defendant NBCUniversal
6 Media, LLC (“Defendant”) hereby removes the above-entitled action from the
7 Superior Court of the State of California for the County of Los Angeles to the
8 United States District Court for the Central District of California pursuant to
9 U.S.C. Sections 1332(a) and 1441. The removal of this action terminated all
10 proceedings in the Los Angeles Superior Court. *See* 28 U.S.C. § 1446(d).
11 Defendant’s removal of this action is proper for the reasons set forth below.

12 1. On or about August 14, 2019, Plaintiff filed a Complaint entitled
13 *James Bo Williams v. NBCUniversal Media LLC, and DOE 1 through and including*
14 *DOE 10*, Case No. 19STCV28243, in the Superior Court of the State of California
15 for the County of Los Angeles (the “State Court Action”).

16 2. Plaintiff’s Complaint alleges the following causes of action against
17 Defendant: (1) Violation of Labor Code § 226(a), Failure to Provide Compliant Pay
18 Stubs; (2) Violation of Labor Code §§ 510, 1194, 1197, 1198, Liquidated Damages
19 re Failure to Pay Minimum Wage and/or Overtime; (3) Violation of Labor Code
20 § 203, Continuing Wages; (4) Unfair Competition under Business and Professions
21 Code §17200; and (5) California Labor Code § 2698 et seq., PAGA Civil Penalties.

22 3. Copies of All Process, Pleadings and Orders: Pursuant to 28 U.S.C.
23 Section 1446(a), copies of all process, pleadings, orders and other papers or exhibits
24 of every kind available to Defendant are attached here, as follows:

25 • **Exhibit 1:** Complaint filed by Plaintiff on August 14, 2019 and
26 served on Defendant on August 19, 2019.

27 • **Exhibit 2:** Civil Case Cover Sheet filed by Plaintiff on
28 August 14, 2019 and served on Defendant on August 19, 2019.

- 1 • **Exhibit 3:** Summons filed by Plaintiff on August 14, 2019 and
2 served on Defendant on August 19, 2019.
- 3 • **Exhibit 4:** Notice of Case Assignment—Unlimited Civil Case
4 filed on August 14, 2019 and served on Defendant on August 19, 2019.
- 5 • **Exhibit 5:** Minute Order (Court Order re Newly Filed Class
6 Action) filed on August 28, 2019.
- 7 • **Exhibit 6:** Certificate of Mailing for ((Court Order re Newly
8 Filed Class Action) of 8/28/2019, Initial Status Conference Order) filed on
9 August 28, 2019.
- 10 • **Exhibit 7:** Initial Status Conference Order filed on August 28,
11 2019.

12 4. Defendant is informed and believes, and thereon alleges, that no
13 “Doe” defendants have been served with a Summons and/or the Complaint in the
14 State Court Action. *See* Declaration of Emma Luevano, filed concurrently herewith
15 (“Luevano Decl.”) ¶ 9. Accordingly, this action may be removed by Defendant to
16 federal court pursuant to 28 U.S.C. Section 1441.

17 **Removal Is Timely**

18 5. This Notice of Removal is being filed within thirty (30) days after
19 service of the Complaint (August 19, 2019) and, therefore, is timely pursuant to 28
20 U.S.C. Section 1446(b). *Murphy Bros. v. Michetti Pipe Stringing, Inc.*, 526 U.S.
21 344, 347–48 (1999); *Harper v. Little Caesar Enterprises, Inc.*, Case No. 1801564,
22 2018 WL 5984841, at *2 (C.D. Cal. Nov. 14, 2018).

23 **Removal Pursuant to Diversity Jurisdiction**

24 6. This Court has original jurisdiction of this action under 28 U.S.C.
25 Section 1332. This action may be removed to this Court by Defendant pursuant to
26 the provisions of 28 U.S.C. Section 1441(b) because it is a civil action between
27 citizens of different states and the matter in controversy exceeds \$75,000, exclusive
28 of interest and costs. Complete diversity of citizenship exists, as described below:

1 7. Plaintiff’s Citizenship. In the Ninth Circuit, the determination of an
2 individual’s citizenship involves a number of factors, including the individual’s
3 “current residence” and “place of employment.” *Lew v. Moss*, 797 F.2d 747, 750
4 (9th Cir. 1986); *Martinez v. Michaels*, No. CV 15-02104 MMM, 2015 WL
5 4337059, at *4 (C.D. Cal. July 15, 2015) (citizenship requirement satisfied where
6 plaintiff “currently live[d] in California and worked for [defendant] in California
7 from 2006 until his termination”); *Christ v. Staples, Inc.*, No. CV 14-07784 MMM,
8 2015 WL 248075, at *3-4 (C.D. Cal. Jan. 20, 2015) (citizenship requirement
9 satisfied where, *inter alia*, plaintiff “lived and worked in California for
10 approximately fifteen years”); *Carmax Auto Superstores Cal. LLC v. Hernandez*,
11 94 F.Supp.3d 1078, 1091 n.38 (C.D. Cal. 2015) (“Allegations that a party has an
12 extensive and continuous period of residence and employment in a state are
13 sufficient to establish that the party is a citizen of the state.”).

14 8. Plaintiff alleges that at all relevant times, including the date the State
15 Court Action was filed, he was and is a resident of the State of California. *See*
16 Complaint. ¶ 3.

17 9. Furthermore, Plaintiff worked at Defendant’s Southern California
18 location. Declaration of Ted Ragsac (“Ragsac Decl.”) ¶ 5.

19 10. The most recent address in Plaintiff’s employment file is in Saugus,
20 California. *Id.* ¶ 6. Mr. Williams has listed that address in his employment records
21 since at least January 17, 2018. *Id.* Mr. Williams possesses a California driver’s
22 license. *Id.*

23 11. Based on Plaintiff’s stated residence and his employment at
24 Defendant’s Southern California location, Plaintiff is a citizen of California.

25 12. Moreover, Plaintiff filed the instant Complaint in the Superior Court of
26 the State of California in Los Angeles County, further availing himself to
27 California’s judicial resources and indicating his intent to remain in California. *See*
28 Complaint, *in passim*.

1 13. Defendant’s Citizenship. A limited liability company (“LLC”) is a
2 citizen of every state of which its members are citizens. *See, e.g., Johnson v.*
3 *Columbia Props. Anchorage, LP*, 437 F.3d 894, 899 (9th Cir. 2006) (“We . . . join
4 our sister circuits and hold that, like a partnership, an LLC is a citizen of every state
5 of which its owners/members are citizens.”). For diversity analysis, it is not relevant
6 where an LLC is incorporated or where it has its principal place of business. *See,*
7 *e.g., Alatorre v. Wastequip Mfg. Co., LLC*, 2012 WL 6628955, at *4 (E.D. Cal.
8 December 19, 2012) (“LLC’s citizenship is . . . determined not by reference to its
9 principal place of business and state of incorporation . . . but by citizenship of its
10 owners and members.”).

11 14. For purposes of removal, diversity of citizenship is determined at the
12 time the action is filed and at the time of removal. *See Strotek Corp. v. Air*
13 *Transport Ass’n of America*, 300 F.3d 1129, 1131-32 (9th Cir. 2002).

14 15. Defendant was at the time of filing of this action, and is now, a limited
15 liability company organized under the laws of the State of Delaware. *See*
16 Declaration of Gabriela Kornzweig, filed concurrently herewith (“Kornzweig
17 Decl.”) ¶ 3. The sole member of NBCUniversal Media, LLC is NBCUniversal,
18 LLC, a limited liability company organized under the laws of the State of Delaware.
19 *Id.* ¶ 4.

20 16. The members of NBCUniversal, LLC are (i) Comcast Navy
21 Acquisition, LLC, a limited liability company organized under the laws of the state
22 of Delaware; (ii) Comcast Navy Contribution, LLC, a limited liability company
23 organized under the laws of the state of Delaware; (iii) NBCUniversal Enterprise,
24 Inc., which is incorporated in Delaware and has its principal place of business in
25 Philadelphia, Pennsylvania; (iv) Comcast DW Holding, Inc., which is incorporated
26 in Delaware and has its principal place of business in Philadelphia, Pennsylvania;
27 (v) Comcast CCW Holdings, LLC, a limited liability company organized under the
28 laws of the state of Delaware; (vi) Comcast Snap Holdings II, LLC, a limited

1 liability company organized under the laws of the state of Delaware; and (vii) SNL
2 Entertainment Holdings, Inc., a Delaware corporation with its principal place of
3 business in Philadelphia, Pennsylvania. *Id.* ¶ 5.

4 17. Comcast Corporation is the operating entity for NBCUniversal
5 Enterprise, Inc., and all of its operational, executive, administrative, and policy-
6 making functions, high level officers, and day-to-day operations are conducted at
7 Comcast Corporation's corporate headquarters in Philadelphia, Pennsylvania.
8 *Id.* ¶¶ 6-7.

9 18. Comcast Corporation is the operating entity for (i) SNL Entertainment
10 Holdings, Inc. and (ii) Comcast DW Holding, Inc., and all of their operational,
11 executive, administrative, and policy-making functions, high level officers, and day-
12 to-day operations are conducted at Comcast Corporation's corporate headquarters in
13 Philadelphia, Pennsylvania. *Id.* ¶ 8.

14 19. The members of Comcast CCW Holdings, LLC and Comcast Snap
15 Holdings II, LLC are (i) Comcast Navy Acquisition, LLC, and (ii) Comcast Snap
16 Holdings, Inc., a Delaware corporation with its principal place of business in
17 Philadelphia, Pennsylvania. Comcast Corporation is the operating entity for
18 Comcast Snap Holdings, Inc., and all of its operational, executive, administrative,
19 and policy-making functions, high level officers, and day-to-day operations are
20 conducted at its corporate headquarters in Philadelphia, Pennsylvania. *Id.* ¶ 9.

21 20. The sole member of Comcast Navy Acquisition, LLC is Comcast
22 Corporation. *Id.* ¶ 10.

23 21. The members of Comcast Navy Contribution, LLC are (i) Comcast
24 SportsNet New England Holdings, LLC, a limited liability company organized
25 under the laws of the state of Delaware; (ii) Comcast SportsNet Philadelphia
26 Holdings, LLC, a limited liability company organized under the laws of the state of
27 Delaware; (iii) Versus Holdings, LLC, a limited liability company organized under
28 the laws of the state of Delaware; (iv) Comcast CHC, LLC, a limited liability

1 company organized under the laws of the state of Delaware; (v) Comcast
2 Contribution Holdings, LLC, a limited liability company organized under the laws
3 of the state of Delaware; and (vi) E! Holdings, Inc., a Delaware corporation, with its
4 principal place of business in Philadelphia, Pennsylvania. *Id.* ¶ 11.

5 22. Comcast Corporation is the operating entity for E! Holdings, Inc., and
6 all of its operational, executive, administrative, and policy-making functions, high
7 level officers, and day-to-day operations are conducted at its corporate headquarters
8 in Philadelphia, Pennsylvania. *Id.* ¶¶ 12, 6-7.

9 23. The members of Comcast SportsNet New England Holdings, LLC are
10 (i) Comcast SportsNet NE Holdings, Inc., a Delaware corporation with its principal
11 place of business in Philadelphia, Pennsylvania; and (ii) CSNNE Partner, LLC, a
12 limited liability company organized under the laws of the state of Delaware.
13 *Id.* ¶ 13.

14 24. Comcast Corporation is the operating entity for Comcast SportsNet
15 NE Holdings, Inc., and all of its operational, executive, administrative and policy-
16 making functions, high level officers, and day-to-day operations are conducted at its
17 corporate headquarters in Philadelphia, Pennsylvania. *Id.* ¶¶ 14, 6-7.

18 25. The members of Comcast SportsNet Philadelphia Holdings, LLC are
19 (i) Comcast Holdings Corporation, a Pennsylvania corporation with its principal
20 place of business in Pennsylvania; and (ii) Comcast Spectacor Holding Company,
21 LLC, a limited liability company organized under the laws of the state of Delaware.
22 The sole member of Comcast Spectacor Holding Company, LLC is Comcast
23 Holdings Corporation. *Id.* ¶ 15.

24 26. Comcast Corporation is the operating entity for Comcast Holdings
25 Corporation, and all of its operational, executive, administrative, and policy-making
26 functions, high level officers, and day-to-day operations are conducted at its
27 corporate headquarters in Philadelphia, Pennsylvania. *Id.* ¶¶ 16, 6-7.

28

1 27. The members of Versus Holdings, LLC are (i) Comcast Holdings
2 Corporation; and (ii) E! Holdings, Inc. *Id.* ¶17.

3 28. The sole member of Comcast CHC, LLC is Comcast Holdings
4 Corporation. *Id.* ¶ 18.

5 29. The sole member of Comcast Contribution Holdings, LLC is Comcast
6 Corporation. *Id.* ¶ 19.

7 30. The sole member of CSNNE Partner, LLC is Comcast Holdings
8 Corporation. *Id.* ¶ 20.

9 31. Accordingly, for purposes of determining diversity, Defendant, whose
10 members are organized under the laws of Delaware or Pennsylvania, is regarded as a
11 citizen of Delaware and Pennsylvania.

12 32. The fictitious defendants named in the Complaint as DOES 1-10 are
13 disregarded for the purposes of removal, in accordance with 28 U.S.C.
14 Section 1441(a).

15 33. Therefore, Plaintiff and Defendant are citizens of different States.

16 34. Amount in Controversy. In measuring the amount in controversy, a
17 court must assume that the allegations of the complaint are true and that a jury will
18 return a verdict for the plaintiff on all claims made in the complaint. *See Kenneth*
19 *Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F. Supp.2d 993, 1001 (C.D.
20 Cal. 2002). The Court must consider all recoverable damages, including liquidated
21 damages, punitive damages, and attorneys' fees authorized by statute. *See Kroske v.*
22 *US Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 2005).

23 35. The standard for determining whether Defendant meets its burden of
24 establishing the amount in controversy is the preponderance of the evidence. *See*
25 *Cagle v. C&S Wholesale Grocers, Inc.*, 2014 WL 651923, at *5 (E.D. Cal. Feb. 19,
26 2014). Under this standard, "the removing party's burden is 'not daunting,' and
27 defendants are not obligated to 'research, state, and prove the plaintiff's claims for
28 damages.'" *Behrazfar v. Unisys Corp.*, 687 F. Supp.2d 999, 1004 (C.D. Cal. 2009)

1 (quoting *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp.2d 1199, 1204-05 (E.D.
2 Cal. 2008)). When a “[d]efendant’s calculations [are] relatively conservative, made
3 in good faith, and based on evidence wherever possible,” the court may find that
4 the “[d]efendant has established by a preponderance of the evidence that the
5 amount in controversy” is met. *Id.* (internal citations omitted).

6 36. Defendant’s notice of removal only needs to include a plausible
7 allegation that the amount in controversy exceeds the jurisdictional threshold. *See*
8 *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S.Ct. 547, 554 (2014).

9 37. Without admitting the validity of Plaintiff’s five (5) causes of action
10 (all of which are expressly denied by Defendant), the amount in controversy is in
11 excess of \$75,000, exclusive of interest and costs. Defendant meets its burden based
12 on the following:

13 38. Facially Apparent Allegations in Complaint. When removal is sought
14 on diversity grounds, generally “the sum demanded in good faith in the initial
15 pleading shall be deemed to be the amount in controversy.” 28 U.S.C. § 1446(c)(2).
16 The removing defendant can show that the amount in controversy is satisfied by
17 showing that the “facially apparent” allegations in the complaint demonstrate the
18 amount in controversy. *Luckett v. Delta Airlines, Inc.*, 171 F.3d 295, 298 (5th Cir.
19 1999); *see also Dourian v. Stryker Corp.*, 2012 WL 12893752, *1 (C.D. Cal. 2012).

20 39. In Plaintiff’s Prayer for Judgment, Plaintiff seeks judgment against
21 Defendant in favor of Plaintiff in the amount of \$550,000. *See* Prayer for Judgment
22 in Complaint ¶¶ 1-6. Thus, the “facially apparent” allegations in Plaintiff’s
23 complaint far exceed the amount in controversy requirement.

24 40. Plaintiff’s Waiting Time Claim. Plaintiff’s Third Cause of Action is
25 for Violation of California Labor Code Section 203. Section 203 provides that
26 willful failure to pay wages when due entitles the employee to a maximum of thirty
27 day’s wages.

1 41. Plaintiff was paid \$575.00 for his single day of work on or about
2 December 15, 2018 on “NBC Sports Motorcross Media Day.” *See* Ragsac Decl. ¶
3 7. Plaintiff claims he was paid more than thirty days late. *See* Complaint ¶¶ 7-8.
4 Thus, Plaintiff’s Section 203 claim amounts to \$17,250.00.

5 42. Attorneys’ Fees. Additionally, Labor Code Sections 226 and other of
6 Plaintiff’s wage and hour claims allow for attorneys’ fees. Accordingly, those fees
7 may be considered when determining the amount in controversy. *See Galt G/S v.*
8 *JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998) (“where an underlying
9 statute authorizes an award of attorneys’ fees, either with mandatory or
10 discretionary language, such fees may be included in the amount in controversy”);
11 *Brady v. Mercedes-Benz USA, Inc.*, 243 F. Supp. 2d 1004, 1010-1011 (N.D. Cal.
12 2002) (“Where the law entitles the prevailing plaintiff to recover reasonable
13 attorney fees, a reasonable estimate of fees likely to be incurred through resolution
14 is part of the benefit permissibly sought by the plaintiff and thus contributes to the
15 amount in controversy.”).

16 43. In wage-related cases under California statutes, fee awards for
17 prevailing plaintiffs can sometimes near the \$75,000 amount in controversy
18 requirement for diversity jurisdiction. *See, e.g., Drumm v. Morningstar, Inc.*, 695 F.
19 Supp. 2d 1014, 1024 (N.D. Cal. 2010) (awarding \$50,121.55 in attorneys’ fees to
20 plaintiff who recovered \$19,384.62 in connection with claim for unpaid sabbatical
21 time); *see also Jones v. CLP Res., Inc.*, Case No. 16-2133, 2016 WL 8950063, at
22 *6 (C.D. Cal. May 23, 2016) (explaining that fees combined with damages in
23 employment cases “likely put the amount in controversy above \$75,000” and
24 collecting cases).

25 44. Indeed, in similar class and representative wage and hour cases,
26 counsel for Plaintiff has made numerous attorneys’ fees requests that approached or
27 exceeded \$75,000. For example, in a previous case involving similar claims,
28 Plaintiff’s counsel requested \$74,000 in fees. *See* Luevano Decl. ¶¶ 10-11, Exs. 8-9.

1 Further, Plaintiff's counsel has been awarded or has requested fees around or
2 exceeding that amount in other similar cases. *See Mancuso v. Tauber*, Case No.
3 1210360, 2016 WL 7647658, at *11 (C.D. Cal. May 31, 2016) (awarding Plaintiff's
4 counsel \$67,619.50); *Taylor v. W. Marine Prod., Inc.*, Case No. 13-04916 WHA,
5 2015 WL 2452902, at *2 (N.D. Cal. May 21, 2015) (awarding Plaintiff's counsel
6 \$108,750); *Gonzalez v. Preferred Freezer Servs. LBF, LLC*, Case No. CV 12-
7 03467, 2013 WL 3931761, at *2 (C.D. Cal. July 29, 2013) (awarding Plaintiff's
8 counsel \$135,000); *McDonald v. Airport Terminal Servs., Inc.*, Case No. 11-1946,
9 2013 WL 12251409, at *10 (C.D. Cal. Nov. 19, 2013) (awarding Plaintiff's counsel
10 \$82,500).

11 45. Thus, Defendant conservatively estimates that Plaintiff's attorneys'
12 fees in this matter are likely to be at least \$60,000 if this matter is litigated to trial.
13 *See Luevano Decl.* ¶12.

14 46. Based upon the foregoing, Plaintiff's demands in his Complaint, his
15 claims under Labor Code Section 203, and his estimated attorneys' fees exceed the
16 jurisdictional minimum of \$75,000. Accordingly, this action is a civil action over
17 which this Court has original jurisdiction pursuant to 28 U.S.C. Section 1332, and
18 which may be removed to this Court by Defendant pursuant to 28 U.S.C.
19 Section 1441 based on diversity jurisdiction.

20 Venue

21 47. Removal to this Court is proper under 28 U.S.C. Section 1441 because
22 the Complaint was filed in the Superior Court of the State of California for the
23 County of Los Angeles, and this U.S. District Court for the Central District of
24 California Western Division is the U.S. District Court for the district and division
25 within which this action is pending.

26 48. A copy of this Notice of Removal will be filed with the Superior Court
27 of the State of California for the County of Los Angeles and served upon all adverse
28 parties as required by 28 U.S.C. Section 1446(d), and an appropriate notice of

1 compliance with 28 U.S.C. Section 1446(d) also shall be served and filed in the
2 above-entitled Court.

3

4 WHEREFORE, Defendant NBCUniversal Media, LLC respectfully requests
5 that this action be removed from the Superior Court of the State of California for the
6 County of Los Angeles, to the above-entitled Court.

7

8 DATED: September 18, 2019

Respectfully submitted,

9

MITCHELL SILBERBERG & KNUPP LLP
EMMA LUEVANO
STEPHEN A. ROSSI

10

11

12

By: s/ Emma Luevano
Emma Luevano
Attorneys for Defendant
NBCUNIVERSAL MEDIA, LLC

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California, I am over the age of eighteen years and am not a party to this action; my business address is Mitchell Silberberg & Knupp LLP, 2049 Century Park East, 18th Floor, Los Angeles, CA 90067-3120, and my business email address is mxb@msk.com.

On September 18, 2019, I served a copy of the foregoing document(s) described as **DEFENDANT NBCUNIVERSAL MEDIA, LLC'S NOTICE OF REMOVAL** on the interested parties in this action at their last known address as set forth below by taking the action described below:

Alan Harris
Min Ji Gal
HARRIS & RUBLE
655 North Central Avenue, 17th Floor
Glendale, CA 91203
Tel: (323) 962-3777
Fax: (323) 962-3004
Email: harrisa@harrisandruble.com
mgal@harrisandruble.com

Attorneys for Plaintiff, James Bo Williams

- BY MAIL:** I placed the above-mentioned document(s) in sealed envelope(s) addressed as set forth above, and deposited each envelope in the mail at Los Angeles, California. Each envelope was mailed with postage thereon fully prepaid.
- BY OVERNIGHT DELIVERY:** I placed the above-mentioned document(s) in sealed envelope(s) designated by the carrier, with delivery fees provided for, and addressed as set forth above, and deposited the above-described document(s) with [Name of Carrier] in the ordinary course of business, by depositing the document(s) in a facility regularly maintained by the carrier or delivering the document(s) to an authorized driver for the carrier.

I declare under penalty of perjury under the laws of the United States that the above is true and correct.

Executed on September 18, 2019, at Los Angeles, California.



Monica Bowdre

COPY

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

10 Attorneys for Plaintiff James Bo Williams

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 14 2019

Sherril K. Carter, Executive Officer/Clerk of Court
By Steven Drew, Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES

13 JAMES BO WILLIAMS, individually and
14 on behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 NBCUNIVERSAL MEDIA, LLC, a
18 Delaware Limited Liability Company, and
19 DOE 1 through and including DOE 10,

20 Defendants.

Case No: **19STCV28243**

COMPLAINT

[PAGA Representative Action; Class Action]

1. Cal. Lab. Code § 226(a), Failure to Provide Compliant Pay Stubs
2. Cal. Lab. Code §§ 510, 1194, 1197, 1198 Liquidated Damages re Failure to Pay Minimum Wage and/or Overtime
3. Cal. Lab. Code §203, Continuing Wages
4. Cal. Bus & Prof. Code §§ 17200
5. California Labor Code § 2698 et seq. PAGA Civil Penalties

JURY TRIAL DEMANDED

COPY

1 Plaintiff James Bo Williams (“Williams” or “Plaintiff”), by and through his
2 undersigned attorneys, alleges as follows:

3 **JURISDICTION AND VENUE**

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

8 2. Venue as to Defendants is proper in this judicial district, pursuant to
9 California Business & Professions Code section 17203 and California Code of Civil
10 Procedure sections 395(a) and 395.5. Defendants maintain an office, transact business,
11 have an agent, or are found in the County of Los Angeles.

12 **INTRODUCTION**

13 3. Plaintiff Williams is an individual, who, during the time periods relevant to
14 this Complaint, was and is a resident of the County of Los Angeles, State of California.

15 4. Defendant NBCUniversal Media, LLC (“NBCUniversal”), is a Delaware
16 limited liability company which at all times relevant herein, conducted business within
17 the County of Los Angeles of the State of California.

18 5. Defendants Doe One through and including Doe Ten are sued herein under
19 the provisions of section 474 of the California Code of Civil Procedure. Plaintiff is
20 unaware of the true names, identities or capacities, whether corporate, individual or
21 otherwise, of said fictitiously name defendants, but leave of Court will be prayed to
22 amend this pleading to insert the same herein when finally ascertained. Plaintiff is
23 informed, believes and thereupon alleges that each of the fictitiously named Defendants
24 is an entity, which during the relevant time period maintained a place of business in the
25 County of Los Angeles of the State of California.

26 6. Plaintiff is informed and believes and thereon alleges that, at all times herein
27 mentioned, Defendants, and each of them, were the agents, servants, employees, and/or
28 joint ventures of their co-Defendants as aforesaid, when acting as a principal, were

1 negligent and reckless in the selection and hiring of each and every other Defendants as
2 an agent, servant, employee, corporate officer, and/or joint venture, and that each and
3 every Defendant ratified the acts of the co-Defendants.

4 **GENERAL ALLEGATIONS**

5 7. Plaintiff Williams worked as a Grip for one day on or about December 10,
6 2018 on a production entitled "NBC Sports Motorcross Media Day" (the "Production").

7 8. He was not paid until on or about February 8, 2019.

8 9. Defendants failed to properly compensate Plaintiff and/or other persons who
9 performed services on the Production or other such projects produced in California
10 ("Aggrieved Employees") for work performed. In fact, NBCUniversal was a Defendant
11 in other similar cases filed over many years, yet it appears it still fails to devote proper
12 resources to the payroll accounting function, resulting in tardy payment of wages to its
13 workers.

14 10. Defendants were and are "employers" as defined by the California Labor
15 Code and IWC Wage Order 11 and 12.

16 11. Defendants employed Plaintiff as a non-exempt crewmember in Los Angeles
17 County. Plaintiff was primarily tasked with duties such as those performed by hourly
18 employees who are crewmembers working together in the production of a television
19 commercial.

20 12. Defendants failed to timely compensate Plaintiff or other Aggrieved
21 Employees for all outstanding wages owing as required by sections 203 and/or 204 of the
22 Labor Code, and did not provide Plaintiff or other Aggrieved Employees wage statements
23 with required information, including but not limited to, the beginning and end dates of the
24 applicable pay period, as required by section 226(a) of the Labor Code.

25 13. Defendants failed to maintain adequate records of hours worked, as required
26 by the Wage Order, No. 12. (See California Labor Code, Sections 1191 and 1191.5.)
27 The relevant sections of the Wage Orders provide:
28

1 **7. Records.**

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

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

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

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

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

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

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

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

26 (C) All required records shall be in the English language and in ink or other
27 indelible form, properly dated, showing month, day and year, and shall be
28 kept on file by the employer for at least three years at the place of

1 employment or at a central location within the State of California. An
2 employee's records shall be available for inspection by the employee upon
3 reasonable request.

4 (D) Clocks shall be provided in all major work areas or within reasonable
5 distance thereto insofar as practicable.

6 14. When Plaintiff's employment ended, he was not timely paid all wages.

7 15. At all relevant times mentioned herein, Wage Orders 11 and 12 of the
8 California Industrial Welfare Commission applied to Plaintiff and Aggrieved Employees.
9 The Wage Orders provide, in relevant part:

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

11 (A) Daily Overtime - General Provisions

12 (1) The following overtime provisions are applicable to employees 18 years
13 of age or over and to employees 16 or 17 years of age who are not required
14 by law to attend school and are not otherwise prohibited by law from
15 engaging in the subject work. Such employees shall not be employed more
16 than eight (8) hours in any workday or more than 40 hours in any workweek
17 unless the employee receives one and one-half (1.5) times such employee's
18 regular rate of pay for all hours worked over 40 hours in the workweek.

19 Eight (8) hours of labor constitutes a day's work. Employment beyond eight
20 (8) hours in any workday or more than six (6) days in any workweek is
21 permissible provided the employee is compensated for such overtime as
22 follows:

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

27 (1) For daily employees and weekly employees, excluding weekly
28 employees guaranteed more than forty (40) hours a workweek and "on call"

1 employees, one and one-half (1.5) times the employee's regular rate of pay
2 for all hours worked in excess of eight (8) hours up to and including twelve
3 (12) hours in any one workday, and for the first eight (8) hours worked on
4 the seventh (7th) consecutive day of work in a workweek; and

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

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

11 (4) The overtime rate of compensation required to be paid to a nonexempt
12 full-time salaried employee shall be computed by using the employee's
13 regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.
14 The overtime rate of compensation required to be paid to a nonexempt full-
15 time salaried employee shall be computed by using the employee's regular
16 hourly salary as one-fortieth (1/40) of the employee's weekly salary.

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

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

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

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

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

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

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

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

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

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

25 (d) For purposes of this section, an employment terminates when the
26 employment relationship ends, whether by discharge, lay off, resignation,
27 completion of employment for a specified term, or otherwise.
28

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

5 Cal. Lab. Code § 201.5. At all relevant times mentioned herein, section 201.5 of the
6 California Labor Code controlled final payment of wages to Plaintiff and the Aggrieved
7 Employees.

8 17. At all times relevant herein, section 203 of the California Labor Code
9 provided in part:

10 (a) If an employer willfully fails to pay, without abatement or reduction, in
11 accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any
12 wages of an employee who is discharged or who quits, the wages of the
13 employee shall continue as a penalty from the due date thereof at the same
14 rate until paid or until an action therefor is commenced; but the wages shall
15 not continue for more than 30 days. An employee who secretes or absents
16 himself or herself to avoid payment to him or her, or who refuses to receive
17 the payment when fully tendered to him or her, including any penalty then
18 accrued under this section, is not entitled to any benefit under this section for
19 the time during which he or she so avoids payment.

20 Cal. Lab. Code § 203. Plaintiff was discharged and was not timely paid his final wages.
21 His last day of work was on or about December 10, 2018, but he has not been properly
22 paid. The Defendants' policy has been to devote insufficient manpower and other
23 resources to the payroll accounting function, with the inevitable result that cast and crew
24 are routinely paid in tardy fashion, in violation of sections 203 and 204 of the California
25 Labor Code. Further, such tardy payments are in derogation of the standards resolved in
26 Harrington v. Manpay, LLC, Los Angeles Superior Court (BC312171).

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

1 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or
2 204.2, earned by any person in any employment are due and payable twice
3 during each calendar month, on days designated in advance by the employer
4 as the regular paydays. Labor performed between the 1st and 15th days,
5 inclusive, of any calendar month shall be paid for between the 16th and the
6 26th day of the month during which the labor was performed, and labor
7 performed between the 16th and the last day, inclusive, of any calendar
8 month, shall be paid for between the 1st and 10th day of the following
9 month.

10 Cal. Lab. Code § 204.

11 19. Plaintiff and the Aggrieved Employees should have been fully paid all
12 accrued wages at a date no later than the time periods established by sections 201.5, 203,
13 and/or 204 of the Labor Code. However, routine wage payments were tardy or not made
14 at all, leading to Defendants' potential liability for civil penalties.

15 20. At all relevant times mentioned herein, section 226 of the California Labor
16 Code provided:

17 (a) An employer, semimonthly or at the time of each payment of wages,
18 shall furnish to his or her employee, either as a detachable part of the check,
19 draft, or voucher paying the employee's wages, or separately if wages are
20 paid by personal check or cash, an accurate itemized statement in writing
21 showing (1) gross wages earned, (2) total hours worked by the employee,
22 except as provided in subdivision (j), (3) the number of piece-rate units
23 earned and any applicable piece rate if the employee is paid on a piece-rate
24 basis, (4) all deductions, provided that all deductions made on written
25 orders of the employee may be aggregated and shown as one item, (5) net
26 wages earned, (6) the inclusive dates of the period for which the employee
27 is paid, (7) the name of the employee and only the last four digits of his or
28 her social security number or an employee identification number other than

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

14 Cal. Lab. Code § 226. Defendants did not provide Plaintiff or other Aggrieved
15 Employees wage statements with all required information, including but not limited to,
16 "all applicable hourly rates in effect during the pay period and the corresponding number
17 of hours worked at each hourly rate by the employee," "the name and address of the legal
18 entity that is the employer" and "the inclusive dates of the period for which the employee
19 is paid."

20 21. At all relevant times mentioned herein, section 1174 of the California Labor
21 Code provided:

22 Every person employing labor in this state shall:

23 . . .
24 (d) Keep, at a central location in the state or at the plants or establishments at
25 which employees are employed, payroll records showing the hours worked
26 daily by and the wages paid to, and the number of piece-rate units earned by
27 and any applicable piece rate paid to, employees employed at the respective
28 plants or establishments. These records shall be kept in accordance with

1 rules established for this purpose by the commission, but in any case shall be
2 kept on file for not less than three years. An employer shall not prohibit an
3 employee from maintaining a personal record of hours worked, or, if paid on
4 a piece-rate basis, piece-rate units earned.

5 Cal. Lab. Code § 1174. Defendants failed to properly track all hours worked by
6 Plaintiff and Aggrieved Employees.

7 22. At all relevant times mentioned herein, section 1194 of the California Labor
8 Code provided:

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

15 Cal. Lab. Code § 1194. Plaintiff and Aggrieved Employees were not timely paid the
16 minimum wages and/or overtime to which they were entitled.

17 23. At all relevant times mentioned herein, section 1197.1 of the California
18 Labor Code provided:

19 (a) Any employer or other person acting either individually or as an officer,
20 agent, or employee of another person, who pays or causes to be paid to any
21 employee a wage less than the minimum fixed by an applicable state or local
22 law, or by an order of the commission shall be subject to a civil penalty,
23 restitution of wages, liquidated damages payable to the employee, and any
24 applicable penalties imposed pursuant to Section 203 as follows:

25 (1) For any initial violation that is intentionally committed, one hundred
26 dollars (\$100) for each underpaid employee for each pay period for which
27 the employee is underpaid. This amount shall be in addition to an amount
28 sufficient to recover underpaid wages, liquidated damages pursuant to

1 Section 1194.2, and any applicable penalties imposed pursuant to Section
2 203.

3 (2) For each subsequent violation for the same specific offense, two hundred
4 fifty dollars (\$250) for each underpaid employee for each pay period for
5 which the employee is underpaid regardless of whether the initial violation is
6 intentionally committed. This amount shall be in addition to an amount
7 sufficient to recover underpaid wages, liquidated damages pursuant to
8 Section 1194.2, and any applicable penalties imposed pursuant to Section
9 203.

10 (3) Wages, liquidated damages, and any applicable penalties imposed
11 pursuant to Section 203, recovered pursuant to this section shall be paid to
12 the affected employee.

13 Cal. Lab. Code § 1197.1.

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

16 (a) Any employer or other person acting on behalf of an employer, who
17 violates, or causes to be violated, any provision regulating minimum wages
18 or hours and days of work in any order of the Industrial Welfare
19 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
20 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

21 (b) For purposes of this section, the term "other person acting on behalf of
22 an employer" is limited to a natural person who is an owner, director,
23 officer, or managing agent of the employer, and the term "managing agent"
24 has the same meaning as in subdivision (b) of Section 3294 of the Civil
25 Code.

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

28 Cal. Lab. Code § 558.1. Defendants are the joint employers or other persons acting on

1 behalf of an employer who violated, or caused to be violated the relevant sections of the
2 Code referenced herein.

3 25. At all relevant times mentioned herein, section 558 of the California Labor
4 Code provided:

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

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

19 **CLASS ACTION ALLEGATIONS**

20 26. Plaintiff brings this action on behalf of himself and all others similarly
21 situated as a class action pursuant to section 382 of the Code of Civil Procedure. Plaintiff
22 seeks to represent a Class composed of and defined as follows:

23 For the period for the period from three years prior to the filing of this Complaint
24 to date, all persons paid wages by Defendant NBCUniversal (such persons are
25 referred to hereafter as "203 Class Members," and such period is referred to
26 hereafter as the "203 Class Period") which wages were paid dehors the time
27 requirements of sections 201.5, 203, and/or 204 of the California Labor Code.

28 Plaintiff seeks to represent a "226 Class" composed of and defined as follows:

1 For the period from one year prior to the filing of the Complaint to date, all persons
2 who were entitled to issuance of a proper wage statement by Defendant
3 NBCUniversal (such persons are referred to hereafter as "226 Class Members,"
4 and such period is referred to hereafter as the "226 Class Period").

5 27. This action has been brought and may be properly maintained as a class
6 action under the provisions of section 382 of the Code of Civil Procedure because there is
7 a well-defined community of interest in the litigation and the proposed Classes are easily
8 ascertainable.

9 28. Defendants, as to Plaintiff and each 226 Class Member, failed to properly
10 provide the data required by section 226(a) of the Code and, accordingly, Defendants'
11 failure to provide such data entitles Plaintiff and each 226 Class Member to either actual
12 damages or statutory liquidated damages, whichever is greater.

13 29. Defendants, as to Plaintiff and each 203 Class Member, failed to timely
14 compensate as required by sections 201.5, 203 and 204 of the Code and, accordingly,
15 Defendants' failure to make timely payment entitles Plaintiff and each 203 Class Member
16 to either actual damages or statutory damages, whichever is greater.

17 **A. Numerosity**

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

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

27 **B. Commonality**

28 32. There are questions of law and fact common to each Class that predominate

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

- 3 a. Whether Defendants' failure to provide accurate itemized wage statements
4 to each and every employee violates Code section 226(a).
5 b. Whether Defendants failed to pay all wages in a timely fashion in violation
6 of sections 201.5, 203 and/or 204 of the Code.

7 **C. Typicality**

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

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

18 **D. Adequacy of Representation**

19 35. Plaintiff will fairly and adequately represent and protect the interests of the
20 members of each Class. Counsel who represent Plaintiff are competent and experienced
21 in litigation large employment class actions. Neither Plaintiff nor his counsel has any
22 conflict with either Class.

23 **E. Superiority of Class Action**

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

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

10 37. There is a well-defined community of interest in the questions of law and
11 fact common to the Class. The key questions are the same for each Class Member,
12 namely,

- 13 (a) Whether the class member as an employee of Defendants within California was
14 paid timely;
- 15 (b) Whether the class member as an employee of Defendants within California was
16 issued a compliant wage statement;
- 17 (c) Whether Defendants' failure to compensate for all hours worked resulted in a
18 failure to pay minimum wages and overtime wages;

19 **FIRST CAUSE OF ACTION**

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

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

24 39. Defendants failed to timely provide Plaintiff or Aggrieved Employees with
25 wage statements conforming to the requirements of section 226(a) of the California Labor
26 Code. Defendants did not give Plaintiff or others a compliant wage statement including,
27 among others, "all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate by the employee," "the name

1 and address of the legal entity that is the employer” and “the inclusive dates of the period
2 for which the employee is paid.”

3 40. The foregoing was intentional misconduct of Defendants that injured
4 Plaintiff and Aggrieved Employees insofar as they were deprived of information to which
5 they were legally entitled, including but not limited to, hours worked and the inclusive
6 dates of the pay period.

7 41. The failure of Defendants to provide wage statements violates section 226(a)
8 of the California Labor Code insofar as neither the Plaintiff nor Aggrieved Employees
9 have received the data to which they are entitled. The failure to provide Plaintiff or
10 Aggrieved Employees with wage statements caused them injury by depriving them of
11 information to which they are legally entitled. Accordingly, Plaintiff and Aggrieved
12 Employees are entitled to damages in an amount according to proof and costs and
13 reasonable attorneys’ fees in accordance with the provisions of California Labor Code
14 section 226(e), all in a sum according to proof. Plaintiff is entitled to recovery according
15 to proof, not including interest thereon, reasonable attorneys’ fees and cost of suit.

16 **SECOND CAUSE OF ACTION**

17 (Unpaid Minimum and Overtime Wages, Cal. Lab. Code §§ 510, 1194, 1194.2
18 On Behalf of Plaintiff and the Class and Against All Defendants)

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

21 43. Plaintiffs were not timely paid the minimum wages and/or overtime to which
22 he was entitled in violation of California Labor Code §§ 510 and 1194. See Biggs v.
23 Wilson, 1 F.3d 1537 (9th Cir. 1993), in which the court found both late payment and
24 nonpayment of minimum wages to violate a statute requiring the payment of minimum
25 hourly wage. Id. at 1544 (“[p]aychecks are due on payday. After that, the minimum wage
26 is ‘unpaid.’”)

27 44. On the Production, Plaintiffs worked many hours for Defendants, including
28 overtime, without timely compensation for work performed, as required by law.

1 45. Defendants failed to pay Plaintiff the minimum and overtime wage as
2 required by Labor Code §§ 510, 1194, 1194.2 and the applicable wage order.
3 Accordingly, Plaintiff and Aggrieved Employees are entitled to damages in amounts to be
4 determined at trial in an amount according to proof, and are entitled to recovery of such
5 amounts, plus interest thereon, attorneys' fees, and costs.

6
7 **THIRD CAUSE OF ACTION**

8 (Continuing Wages, Cal. Lab. Code §§ 201.5, 203, and 204
9 On Behalf of Plaintiff and the Class and Against All Defendants)

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

12 47. Defendants did not pay Plaintiff and Aggrieved Employees their earned
13 wages as required by sections 201.5, 203 and/or 204 of the California Labor Code.

14 48. Defendants failure to compensate Plaintiff and Aggrieved Employees within
15 the time provided for in sections 201.5 and 203 of the California Labor Code, despite
16 their knowledge of their obligation to do so, was "willful" as the word is used in section
17 203.

18 49. Pursuant to sections 203, 558, and 558.1 of the California Labor code,
19 Plaintiff is entitled to continuing wages from Defendants in an amount according to
20 proof. Plaintiff is also entitled to recover costs and reasonable attorneys' fees under
21 section 218.5 of the California Labor Code.

22 **FOURTH CAUSE OF ACTION**

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

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

27 51. Business and Professions Code section 17200 *et seq.* prohibits acts of unfair
28 competition, including any "unlawful, unfair, or fraudulent business act or practice." Cal.
Bus. & Prof. Code § 17200 *et seq.* Plaintiff alleges that Defendants engaged in unfair

1 business practices in California by the above-described failure to pay minimum and
2 overtime wages.

3 52. Defendants' violation of California wage and hour laws as herein articulated
4 constitutes unlawful business practices because Defendants' aforementioned acts and
5 omissions were done repeatedly over a significant period of time, and in a systematic
6 manner, to the detriment of Plaintiff, Aggrieved Employees and the public.

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

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

20 **FIFTH CAUSE OF ACTION**

21 California Labor Code § 2698 *et seq.* Civil Penalties
22 (On Behalf of Plaintiff individually, the California Labor & Workforce Development
23 Agency and All Aggrieved Employees, Against all Defendants)

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

26 56. Pursuant to section 2699.3(a)(1) of the Labor Code, on approximately May
27 24, 2019, Plaintiff submitted their PAGA Claim Notice online and gave notice to the
28 California Labor and Workforce Development Agency ("LWDA") of the specific
provisions of the Labor Code alleged to have been violated by Defendants, including the

1 theories set forth in the Complaint. Also on that day, Plaintiff gave written notice by
2 certified mail to Defendants of the specific provisions of the Labor Code alleged to have
3 been violated by Defendants.

4 57. At all relevant times, California Labor Code section 2699.3(a)(2)(A)
5 provided:

6 The agency shall notify the employer and the aggrieved employee or
7 representative by certified mail that it does not intend to investigate the
8 alleged violation within 60 calendar days of the postmark date of the notice
9 received pursuant to Paragraph (1). Upon receipt of that notice or if no
10 notice is provided within 65 calendar days of the postmark date of the notice
11 given pursuant to Paragraph (1), the aggrieved employee may commence a
12 civil action pursuant to Section 2699.

13 Cal. Lab. Code § 2699.3(a)(2)(A). When Sixty Five (65) calendar days of the May 24,
14 2019 postmark date of the notice sent by Plaintiff have passed, Plaintiff may “commence
15 a civil action pursuant to Section 2699.” Cal. Lab. Code §2699.3(a)(2)(A).

16 58. Plaintiff contends that sections 201.5, 203, 204, 210, 226, 510, 512, 558,
17 558.1, 1194, 1197.1, 1198, 2802 and 2699 of the Labor Code enables him to recover civil
18 penalties under the PAGA, as well as attorney’s fees and costs, from Defendants, through
19 a civil action on behalf of himself and other Aggrieved Employees.

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

23 60. Plaintiff seeks civil penalties pursuant to PAGA for violations of the
24 following Labor Code provisions:

- 25
- 26 1. **Failure to pay wages and/or final wages to Plaintiff and Aggrieved Employees**
27 **in violation of Labor Code §§ 201, 201.5 and 203.** With respect to violations of
28 Labor Code §§ 201, 201.5 and 203, Plaintiff contends that the failure of Defendant
to make final payments within the time provided for has been and is “willful” within
the meaning of such word as used in Section 203 of the California Labor Code and

1 that, accordingly, each Aggrieved Employee who was not timely paid his or her final
2 wages is entitled to civil penalties. Labor Code section 203 provides for a penalty of
3 wages to be paid at the same rate until the wages are paid for up to thirty days.

4 **2. Failure to timely pay wages during employment in violation of Labor Code §§**
5 **204 and 210.** Aggrieved Employees not compensated twice during each calendar
6 month for wages earned by the times prescribed by section 204. The failure of
7 Defendant to make timely payments within the time provided for has been and is
8 "willful" within the meaning of such word as used in Section 210 of the California
9 Labor Code and that, accordingly, each Aggrieved Employee who was not timely
10 paid his or her timely wages during their employment is entitled to civil penalties.
11 Labor Code section 210 provides for a penalty of \$100 for each initial violation
12 and \$200 for each subsequent, or willful or intentional violation plus 25 percent of
13 the amount unlawfully withheld.

14 **3. Failure to provide itemized wage statements to Plaintiff and Aggrieved**
15 **Employees in violation of Labor Code § 226(a).** Plaintiff and other Aggrieved
16 Employees have not been provided a wage statement as required by Labor Code
17 section 226(a). The foregoing was the intentional misconduct of Defendant that was
18 intended to mislead and injure Plaintiff and other Aggrieved Employees insofar as
19 they were subjected to confusion and deprived of information to which they were
20 legally entitled. Labor Code § 226.3 requires "Any employer who violates
21 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two
22 hundred fifty dollars (\$250) per employee per violation in an initial citation and one
23 thousand dollars (\$1,000) per employee for each violation in a subsequent citation,
24 for which the employer fails to provide the employee a wage deduction statement or
25 fails to keep the records required in subdivision (a) of Section 226.

26 **4. Failure to provide proper rest and meal periods to Plaintiff and Aggrieved**
27 **Employees. Labor Code § 512 (a)** requires "An employer may not employ an
28 employee for a work period of more than five hours per day without providing the
employee with a meal period of not less than 30 minutes, except that if the total work
period per day of the employee is no more than six hours, the meal period may be
waived by mutual consent of both the employer and employee. An employer may
not employ an employee for a work period of more than 10 hours per day without
providing the employee with a second meal period of not less than 30 minutes,
except that if the total hours worked is no more than 12 hours, the second meal period
may be waived by mutual consent of the employer and the employee only if the first
meal period was not waived." Plaintiff and Aggrieved Employees were not provided
with timely meal and rest periods in violation of Labor Code section 226.7 and the
applicable Living Wage Order sections 11 and 12. Labor Code section 226.7 requires
"one additional hour of pay at the employee's regular rate of compensation for each
workday that the meal or rest or recovery period is not provided."

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 5. **Failure to pay minimum and overtime wages to Plaintiff and Aggrieved Employees in violation of Labor Code §§ 510, 558, 1194, and 1198.** Both late payment and non-payment of minimum wages violate the state statute requiring the payment of a minimum hourly wage. Labor Code section 558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages, and one hundred (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
- 6. **Failure to reimburse necessary business expenses under Labor Code § 2802.** Plaintiff and Aggrieved Employees were not reimbursed for necessary business expenses. Labor Code section 2699(f)(2) imposes a civil penalty of \$100 per pay period per Aggrieved Employee for initial violations, and \$200 per pay period per Aggrieved Employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.
- 7. **Failure to keep complete and accurate payroll records.** Failure to keep complete and accurate payroll records relating to Aggrieved Employees in accordance with California Labor Code section 1174(d). Defendant failed to keep complete employment records as required. Willful failure to maintain accurate and complete records required by section 1174(d) is subject to a civil penalty of \$500. Cal. Lab. Code § 1174.5.

PRAYER FOR JUDGMENT

WHEREFORE, Plaintiff prays judgment as follows:

- 1. That, under the First Cause of Action for failure to provide compliant wage statements, this Court enter judgment in favor of Plaintiff of an amount according to proof, at least \$25,000, not including interest thereon, reasonable attorneys' fees and cost of the suit in accordance with the provisions of California Labor Code section 226(e).
- 2. That, under the Second Cause of Action for unpaid minimum wages and overtime, this Court enter judgment in favor of Plaintiff against Defendants in the amount of damages according to proof, at least \$25,000, interest thereon, reasonable attorneys' fees and cost of suit pursuant to sections 1194, 1194.2, and 1197.1 and 218.5.
- 3. That, under the Third Cause of Action for failure to timely pay final wages, it be adjudged that the failure of Defendants to make timely payment of Plaintiff's wages

1 was in violation of section 201.5, 203, and/or 204 of the California Labor Code, and was
2 “willful” as that word is used in section 203 of the California Labor Code, and that the
3 Court enter judgment against Defendants in favor of Plaintiff as prescribed by section
4 203 of the California Labor Code, at least \$250,000, and that Plaintiff be awarded his
5 costs and reasonable attorneys’ fees in accordance with the provisions of California
6 Labor Code section 218.5.

7 4. That, under the Fourth Cause of Action for unfair business practices, it be
8 adjudged that Defendants’ violations of the applicable Wage Order and sections of the
9 California Labor Code, including sections 201.5, 203, 204, 210, 226, 226.8, 1174, 1194
10 and 1198 violated section 17200 *et seq.* of the California Business and Professions Code.
11 Accordingly, Plaintiff requests that the Court order Defendants to pay restitution with
12 interest. Finally, Plaintiff requests that the Court award Plaintiff his reasonable attorneys’
13 fees and costs, pursuant to section 218.5 of the Labor Code and section 1021.5 of the
14 California Code of Civil Procedure.

15 5. That, under the Fifth Cause of Action for violation of PAGA, that this Court
16 award Plaintiff, The State of California, and other former and current Aggrieved
17 Employees their civil penalties, attorney’s fees, and costs of suit, all according to proof,
18 at least \$250,000, pursuant to section 201.5, 203, 204, 210, 226, 510, 558, 558.1, 1174,
19 1194, 1197.1 and 2699 of the Labor Code.

20 6. For such further relief as the Court may order, including attorney’s fees,
21 costs, and interest pursuant to Labor Code sections 218.5 and 218.6, and Code of Civil
22 Procedure section 1021.5, in an amount according to proof.

23 DATED: August 13, 2019

HARRIS & RUBLE

24 /s/ Alan Harris

25 Alan Harris
26 Attorney for Plaintiff
27
28



**Service of Process
Transmittal**

08/19/2019
CT Log Number 536088815

TO: Jorge Mendez, Litigation Services Manager
NBCUniversal
30 Rockefeller Plaza 2157E
New York, NY 10112

RE: Process Served in California

FOR: NBC Universal Media, LLC (Former Name) (Domestic State: DE)
NBC Universal Media, LLC (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: JAMES BO WILLIAMS, ETC., PLTF. vs. NBC UNIVERSAL MEDIA, LLC, ETC., ET AL., DFTS.

DOCUMENT(S) SERVED: SUMMONS, NOTICE, ORDER, COVER SHEET, COMPLAINT, ATTACHMENT(S)

COURT/AGENCY: None Specified
Case # 19STCV28243

NATURE OF ACTION: Employee Litigation - JURY TRIAL DEMANDED

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 08/19/2019 at 14:19

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: WITHIN 30 CALENDAR DAYS AFTER THIS SUMMONS AND LEGAL PAPERS ARE SERVED ON YOU

ATTORNEY(S) / SENDER(S): Alan Harris
HARRIS & RUBLE
655 North Central Avenue 17th Floor
Glendale, CA 91203
323-962-3777

ACTION ITEMS: CT has retained the current log, Retain Date: 08/20/2019, Expected Purge Date: 09/19/2019

Image SOP

Email Notification, Ted Ragsac ted.ragsac@nbcuni.com

Email Notification, Erik Bierbauer Erik.Bierbauer@nbcuni.com

Email Notification, Jorge Mendez Jorge.Mendez@nbcuni.com

Email Notification, Daniel Kummer Daniel.Kummer@nbcuni.com

Email Notification, Shannon Alexander shannon.alexander@nbcuni.com

Email Notification, Brenda Dalusong Brenda.Dalusong@nbcuni.com

Email Notification, Tiffany Benson Tiffany.Benson@nbcuni.com

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



**Service of Process
Transmittal**

08/19/2019

CT Log Number 536088815

TO: Jorge Mendez, Litigation Services Manager
NBCUniversal
30 Rockefeller Plaza 2157E
New York, NY 10112

RE: Process Served in California

FOR: NBC Universal Media, LLC (Former Name) (Domestic State: DE)
NBC Universal Media, LLC (True Name)

Email Notification, Vivian Volker Vivian.Volker@UniversalOrlando.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

For Questions: 213-337-4615

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alan Harris (SBN 146079) Harris & Ruble 655 North Central Ave, 17th Floor Glendale CA 91203 TELEPHONE NO.: 323.962.3777 FAX NO.: 323.962.3004 ATTORNEY FOR (Name): Plaintiff James Bo Williams	FOR COURT USE ONLY CONFIRMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles AUG 14 2019 Sheriff H. Lario, Deputy Officer/Clerk of Court By <i>[Signature]</i> , Deputy Steven Drew
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill St MAILING ADDRESS: 111 North Hill St CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NAME: Williams v. NBCUniversal Media, LLC
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 19STCV28243	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:

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

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 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): 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: August 13, 2019
 Alan Harris /s/ Alan Harris

(TYPE OR PRINT NAME) (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.

Y9100

CM-010

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 3.100 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	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Product Liability (not asbestos or toxic/environmental) (24)	Collection Case—Seller Plaintiff	Enforcement of Judgment
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (non-domestic relations)
Other PI/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	Real Property	Miscellaneous Civil Complaint
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Non-PI/PD/WD (Other) Tort	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Intellectual Property (19)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Professional Negligence (25)	Unlawful Detainer	Miscellaneous Civil Petition
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (not medical or legal)	Residential (32)	Other Petition (not specified above) (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
Employment	Judicial Review	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	



**Service of Process
Transmittal**

08/19/2019

CT Log Number 536088815

TO: Jorge Mendez, Litigation Services Manager
NBCUniversal
30 Rockefeller Plaza 2157E
New York, NY 10112

RE: Process Served in California

FOR: NBC Universal Media, LLC (Former Name) (Domestic State: DE)
NBC Universal Media, LLC (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: JAMES BO WILLIAMS, ETC., PLTF. vs. NBC UNIVERSAL MEDIA, LLC, ETC., ET AL.,
DFTS.

DOCUMENT(S) SERVED: SUMMONS, NOTICE, ORDER, COVER SHEET, COMPLAINT, ATTACHMENT(S)

COURT/AGENCY: None Specified
Case # 19STCV28243

NATURE OF ACTION: Employee Litigation - JURY TRIAL DEMANDED

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 08/19/2019 at 14:19

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: WITHIN 30 CALENDAR DAYS AFTER THIS SUMMONS AND LEGAL PAPERS ARE SERVED ON
YOU

ATTORNEY(S) / SENDER(S): Alan Harris
HARRIS & RUBLE
655 North Central Avenue 17th Floor
Glendale, CA 91203
323-962-3777

ACTION ITEMS: CT has retained the current log, Retain Date: 08/20/2019, Expected Purge Date:
09/19/2019

Image SOP

Email Notification, Ted Ragsac ted.ragsac@nbcuni.com

Email Notification, Erik Bierbauer Erik.Bierbauer@nbcuni.com

Email Notification, Jorge Mendez Jorge.Mendez@nbcuni.com

Email Notification, Daniel Kummer Daniel.Kummer@nbcuni.com

Email Notification, Shannon Alexander shannon.alexander@nbcuni.com

Email Notification, Brenda Dalusong Brenda.Dalusong@nbcuni.com

Email Notification, Tiffany Benson Tiffany.Benson@nbcuni.com



**Service of Process
Transmittal**

08/19/2019

CT Log Number 536088815

TO: Jorge Mendez, Litigation Services Manager
NBCUniversal
30 Rockefeller Plaza 2157E
New York, NY 10112

RE: Process Served in California

FOR: NBC Universal Media, LLC (Former Name) (Domestic State: DE)
NBC Universal Media, LLC (True Name)

Email Notification, Vivian Volker Vivian.Volker@UniversalOrlando.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

For Questions: 213-337-4615

COPY

AUG 19 1:51 PM SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE) CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles AUG 14 2019 Sherri R. Carter, Deputy Clerk of Court By Steven Drew, Deputy

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

NBCUNIVERSAL MEDIA, LLC, a Delaware Limited Liability Company, and DOE 1 through and including DOE 10,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

JAMES BO WILLIAMS, individually and on behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form...

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program...

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto...

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro...

The name and address of the court is: (El nombre y dirección de la corte es): Stanley Mosk Courthouse

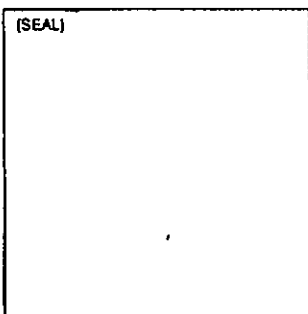
CASE NUMBER: (Número del Caso) 19STCV28243

111 North Hill Street Los Angeles CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): ALAN HARRIS 655 N. CENTRAL AVE, 17TH FLOOR, GLENDALE CA 91203 Tel: (323) 962.3777

DATE: (Fecha) AUG 14 2019 Sherri R. Carter, Clerk Clerk, by (Secretario) STEVEN DREW, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).) (Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- 1. [] as an individual defendant. 2. [] as the person sued under the fictitious name of (specify): 3. [X] on behalf of (specify): NBCUniversal Media, LLC under: [] CCP 416.10 (corporation) [] CCP 416.60 (minor) [] CCP 416.20 (defunct corporation) [] CCP 416.70 (conservatee) [] CCP 416.40 (association or partnership) [] CCP 416.90 (authorized person) [X] other (specify): Corps C Sec. 17701.16 et seq 4. [] by personal delivery on (date):

COPY

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

NBCUNIVERSAL MEDIA, LLC, a Delaware Limited Liability Company, and DOE 1 through and including DOE 10,

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

JAMES BO WILLIAMS, individually and on behalf of all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 14 2019

Sherri R. Carter, CLERK, Deputy Clerk of Court
By Steven Drew, Deputy
Steven Drew

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

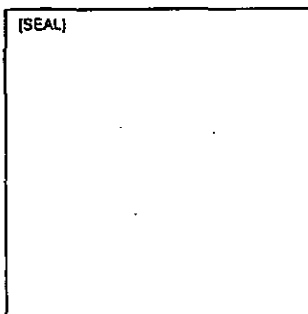
The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 North Hill Street
Los Angeles CA 90012

CASE NUMBER: **19STCV28243**
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
ALAN HARRIS 655 N. CENTRAL AVE, 17TH FLOOR, GLENDALE CA 91203 Tel: (323) 962.3777

DATE: **AUG 14 2019** (Fecha)
Sherri R. Carter, Clerk
Clerk, by **STEVEN DREW**, Deputy (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons; (POS-010)).



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
 - by personal delivery on (date):

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

NBCUNIVERSAL MEDIA, LLC, a Delaware Limited Liability Company, and DOE 1 through and including DOE 10,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JAMES BO WILLIAMS, individually and on behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte pueda decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse

CASE NUMBER:
(Número del Caso):

111 North Hill Street
Los Angeles CA 90012

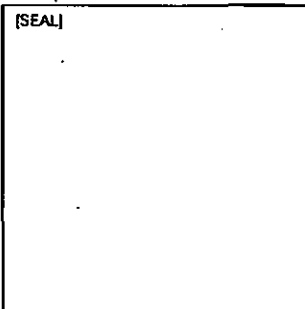
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
ALAN HARRIS 655 N. CENTRAL AVE, 17TH FLOOR, GLENDALE CA 91203 Tel: (323) 962.3777

DATE:
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. by personal delivery on (date):



**Service of Process
Transmittal**

08/19/2019
CT Log Number 536088815

TO: Jorge Mendez, Litigation Services Manager
NBCUniversal
30 Rockefeller Plaza 2157E
New York, NY 10112

RE: Process Served in California

FOR: NBC Universal Media, LLC (Former Name) (Domestic State: DE)
NBC Universal Media, LLC (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: JAMES BO WILLIAMS, ETC., PLTF. vs. NBC UNIVERSAL MEDIA, LLC, ETC., ET AL., DFTS.

DOCUMENT(S) SERVED: SUMMONS, NOTICE, ORDER, COVER SHEET, COMPLAINT, ATTACHMENT(S)

COURT/AGENCY: None Specified
Case # 19STCV28243

NATURE OF ACTION: Employee Litigation - JURY TRIAL DEMANDED

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 08/19/2019 at 14:19

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: WITHIN 30 CALENDAR DAYS AFTER THIS SUMMONS AND LEGAL PAPERS ARE SERVED ON YOU

ATTORNEY(S) / SENDER(S): Alan Harris
HARRIS & RUBLE
655 North Central Avenue 17th Floor
Glendale, CA 91203
323-962-3777

ACTION ITEMS: CT has retained the current log, Retain Date: 08/20/2019, Expected Purge Date: 09/19/2019

Image SOP

Email Notification, Ted Ragsac ted.ragsac@nbcuni.com

Email Notification, Erik Bierbauer Erik.Bierbauer@nbcuni.com

Email Notification, Jorge Mendez Jorge.Mendez@nbcuni.com

Email Notification, Daniel Kummer Daniel.Kummer@nbcuni.com

Email Notification, Shannon Alexander shannon.alexander@nbcuni.com

Email Notification, Brenda Dalusong Brenda.Dalusong@nbcuni.com

Email Notification, Tiffany Benson Tiffany.Benson@nbcuni.com

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



**Service of Process
Transmittal**

08/19/2019

CT Log Number 536088815

TO: Jorge Mendez, Litigation Services Manager
NBCUniversal
30 Rockefeller Plaza 2157E
New York, NY 10112

RE: Process Served in California

FOR: NBC Universal Media, LLC (Former Name) (Domestic State: DE)
NBC Universal Media, LLC (True Name)

Email Notification, Vivian Volker Vivian.Volker@UniversalOrlando.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

For Questions: 213-337-4615

<p>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</p>	<p style="font-size: small;">Reserved for Clerk's File Stamp</p> <p>FILED Superior Court of California County of Los Angeles 08/14/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Steve Drew</u> Deputy</p>
<p>COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012</p>	
<p>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</p>	
<p>Your case is assigned for all purposes to the judicial officer indicated below.</p>	<p>CASE NUMBER: 19STCV28243</p>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Daniel J. Buckley	1					

Given to the Plaintiff/Cross-Complainant/Attorney of Record Sherri R. Carter, Executive Officer / Clerk of Court
 on 08/14/2019 (Date) By Steve Drew, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



**Service of Process
Transmittal**

08/19/2019

CT Log Number 536088815

TO: Jorge Mendez, Litigation Services Manager
NBCUniversal
30 Rockefeller Plaza 2157E
New York, NY 10112

RE: Process Served in California

FOR: NBC Universal Media, LLC (Former Name) (Domestic State: DE)
NBC Universal Media, LLC (True Name)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: JAMES BO WILLIAMS, ETC., PLTF. vs. NBC UNIVERSAL MEDIA, LLC, ETC., ET AL.,
DFTS.

DOCUMENT(S) SERVED: SUMMONS, NOTICE, ORDER, COVER SHEET, COMPLAINT, ATTACHMENT(S)

COURT/AGENCY: None Specified
Case # 19STCV28243

NATURE OF ACTION: Employee Litigation - JURY TRIAL DEMANDED

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 08/19/2019 at 14:19

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: WITHIN 30 CALENDAR DAYS AFTER THIS SUMMONS AND LEGAL PAPERS ARE SERVED ON
YOU

ATTORNEY(S) / SENDER(S): Alan Harris
HARRIS & RUBLE
655 North Central Avenue 17th Floor
Glendale, CA 91203
323-962-3777

ACTION ITEMS: CT has retained the current log, Retain Date: 08/20/2019, Expected Purge Date:
09/19/2019

Image SOP

Email Notification, Ted Ragsac ted.ragsac@nbcuni.com

Email Notification, Erik Bierbauer Erik.Bierbauer@nbcuni.com

Email Notification, Jorge Mendez Jorge.Mendez@nbcuni.com

Email Notification, Daniel Kummer Daniel.Kummer@nbcuni.com

Email Notification, Shannon Alexander shannon.alexander@nbcuni.com

Email Notification, Brenda Dalusong Brenda.Dalusong@nbcuni.com

Email Notification, Tiffany Benson Tiffany.Benson@nbcuni.com



**Service of Process
Transmittal**

08/19/2019

CT Log Number 536088815

TO: Jorge Mendez, Litigation Services Manager
NBCUniversal
30 Rockefeller Plaza 2157E
New York, NY 10112

RE: Process Served in California

FOR: NBC Universal Media, LLC (Former Name) (Domestic State: DE)
NBC Universal Media, LLC (True Name)

Email Notification, Vivian Volker Vivian.Volker@UniversalOrlando.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017

For Questions: 213-337-4615

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims NBCUniversal Media Failed to Pay Employees Within Required Time Period](#)
