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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANTHONY TART, on behalf of himself and all others similarly situated,

Plaintiff,

v.

LIONS GATE ENTERTAINMENT CORPORATION, LIONS GATE FILMS, INC. and DEBMAR-MERCURY LLC

Defendants.

ELECTRONICALLY FILED

Civil Action No. 14-cv-8004-AJN

DEFENDANTS' ANSWER AND DEFENSES TO PLAINTIFF'S CLASS ACTION COMPLAINT

Defendants Lions Gate Entertainment Corporation, Lions Gate Films, Inc. and Debmar-Mercury LLC ("Defendants"), by and through their undersigned counsel, answer Plaintiff Anthony Tart's ("Tart") Class Action Complaint (the "Complaint") as follows:

INTRODUCTION

1. Certain of the allegations in paragraph 1 of the Complaint are legal conclusions to which no answer is required. To the extent a response is required, Defendants admit that Plaintiff purports to bring this action under the Fair Labor Standards Act ("FLSA") and New York Labor Law ("NYLL") as described in Paragraph 1, but deny that he is similarly situated

to any other individuals and deny this case can proceed as a class or collective action. Defendants deny any remaining allegations in Paragraph 1 of the Complaint.

2. Defendants deny the allegations contained in Paragraph 2 of the Complaint.

3. Defendants deny the allegations contained in Paragraph 3 of the Complaint.

4. The allegations in Paragraph 4 are legal conclusions to which no response is required. To the extent a response is required Defendants deny the allegations and specifically deny that this case can proceed as a class or collective action.

JURISDICTION

5. The allegations in Paragraph 5 are legal conclusions to which no response is required.

6. The allegations in Paragraph 6 are legal conclusions to which no response is required.

7. The allegations in Paragraph 7 are legal conclusions to which no response is required.

VENUE

8. The allegations in Paragraph 8 are legal conclusions to which no response is required.

THE PARTIES

9. Except to admit that Tart is an individual, Defendants lack knowledge and information sufficient to admit or deny whether Tart is currently a resident of Brooklyn, New York.

10. Except to admit that Anthony Tart was an intern at The Wendy Williams Show in Manhattan, New York from approximately August 2012 through December 2012, Defendants deny any remaining allegations in Paragraph 10.

11. Defendants deny the allegations contained in Paragraph 11 of the Complaint.

12. Defendants admit that Lions Gate Entertainment Corporation is a multimedia corporation that operates in the motion picture production and distribution, television programming and syndication, and other entertainment industries and that its common stock trades on the New York Stock Exchange under the ticker symbol "LGF." Defendants deny the remaining allegations contained in Paragraph 12 of the Complaint.

13. Defendants admit the allegations contained in Paragraph 13 of the Complaint.

14. Defendants deny the allegations contained in Paragraph 14 of the Complaint.

15. Defendants admit that Lions Gate Films is a division of Lions Gate Entertainment involved in domestic home entertainment distribution. Defendants deny the remaining allegations contained in Paragraph 15 of the Complaint.

16. Defendants admit that Debar-Mercury LLC is a subsidiary of Lions Gate Entertainment. Defendants deny the remaining allegations contained in Paragraph 16 of the Complaint.

17. Defendants deny the allegations contained in Paragraph 17 of the Complaint.

18. The allegations in Paragraph 18 are legal conclusions to which no response is required.

19. Defendants admit the allegations contained in Paragraph 19 of the Complaint.

CLASS ALLEGATIONS

20. Defendants incorporate by reference their responses to the previous paragraphs of Plaintiff's Complaint as though fully set forth herein.

21. Defendants admit that Plaintiff purports to bring a FLSA collective action, but deny that this case can proceed as a collective action. Defendants admit that Plaintiff purports to bring a Rule 23 class action, but deny that this case can proceed as a class action. Defendants deny all other allegations in Paragraph 21.

22. Defendants admit that Plaintiff purports to bring a collective action on behalf of others and Defendants deny all other allegations contained in Paragraph 22.

23. Defendants deny the allegations contained in Paragraph 23 of the Complaint.

24. Defendants deny the allegations contained in Paragraph 24 of the Complaint.

25. Certain of the allegations contained in Paragraph 25 are legal conclusions to which no response is required. Defendants lack knowledge and information sufficient to admit or deny any remaining allegations in that Paragraph.

26. Certain of the allegations contained in Paragraph 26 are legal conclusions to which no response is required. To the extent there are any remaining allegations in Paragraph 26, those allegations are denied.

27. Certain of the allegations in Paragraph 27 are legal conclusions to which no response is required. To the extent there are any remaining allegations in Paragraph 27, those allegations are denied.

28. Certain of the allegations in Paragraph 28 are legal conclusions to which no response is required. To the extent there are any remaining allegations in Paragraph 28, those allegations are denied.

29. Certain of the allegations in Paragraph 29 are legal conclusions to which no response is required. To the extent there are any remaining allegations in Paragraph 29, those allegations are denied.

30. Certain of the allegations in Paragraph 30 are legal conclusions to which no response is required. To the extent a there are any remaining allegations in Paragraph 30, those allegations are denied.

31. Certain of the allegations in Paragraph 31 are legal conclusions to which no response is required. To the extent there are any remaining allegations in Paragraph 31, those allegations are denied.

FACTS

32. Defendants deny the allegations contained in Paragraph 32 of the Complaint.

33. Defendants admit Plaintiff became an intern for The Wendy Williams Show in or about August 2012, and that he performed some of the tasks listed. Defendants deny that this list accurately reflects how Plaintiff spent all of his time during his internship, and deny any remaining allegations in Paragraph 33.

34. Defendants admit that Tart typically interned for The Wendy Williams Show two days a week. Defendants deny the remaining allegations contained in Paragraph 34 of the Complaint.

35. Defendants admit that Plaintiff did not receive any monetary compensation from Defendants. Defendants deny any remaining allegations in Paragraph 35 of the Complaint.

36. Defendants deny the allegations contained in Paragraph 36 of the Complaint.

37. Defendants deny the allegations contained in Paragraph 37 of the Complaint.

38. Except to admit that interns did not have to be and were not paid the minimum wage, Defendants deny the remaining allegations contained in Paragraph 38 of the Complaint.

39. Defendants deny the allegations contained in Paragraph 39 of the Complaint.

40. Defendants deny the allegations contained in Paragraph 40 of the Complaint.

41. Defendants deny the allegations contained in Paragraph 41 of the Complaint.

FIRST CAUSE OF ACTION:
FLSA MINIMUM WAGE COMPENSATION

42. Defendants incorporate by reference their responses to the previous paragraphs of Plaintiff's Complaint as though fully set forth herein.

43. The allegations in Paragraph 43 are legal conclusions to which no response is required.

44. The allegations in Paragraph 44 are legal conclusions to which no response is required.

45. The allegations in Paragraph 45 are legal conclusions to which no response is required.

46. The allegations in Paragraph 46 are legal conclusions to which no response is required.

47. The allegations in Paragraph 47 are legal conclusions to which no response is required. To the extent there are any remaining allegations in Paragraph 47, those allegations are denied.

48. The allegations in Paragraph 48 are legal conclusions to which no response is required.

49. Defendants deny the allegations contained in Paragraph 49 of the Complaint.

50. Defendants deny the allegations contained in Paragraph 50 of the Complaint.

51. Defendants deny the allegations contained in Paragraph 51 of the Complaint.

52. Defendants deny the allegations contained in Paragraph 52 of the Complaint.

SECOND CAUSE OF ACTION:
NEW YORK MINIMUM WAGE COMPENSATION

53. Defendants incorporate by reference their responses to the previous paragraphs of Plaintiff's Complaint as though fully set forth herein.

54. The allegations in Paragraph 54 are legal conclusions to which no response is required.

55. The allegations in Paragraph 55 are legal conclusions to which no response is required.

56. The allegations in Paragraph 56 are legal conclusions to which no response is required.

57. The allegations in Paragraph 57 are legal conclusions to which no response is required. To the extent there are any remaining allegations in Paragraph 57, those allegations are denied.

58. The allegations in Paragraph 58 are legal conclusions to which no response is required.

59. The allegations in Paragraph 59 are legal conclusions to which no response is required.

60. Certain of the allegations in Paragraph 60 of the Complaint are legal conclusions to which no response is required. Defendants deny any remaining allegations contained in Paragraph 60 of the Complaint.

61. Certain of the allegations in Paragraph 61 are legal conclusions to which no response is required. To the extent a response is required, Defendants deny that the minimum

wage provisions of the NYLL apply to Plaintiff or members of the putative class and that they violated any law.

62. Defendants deny the allegations contained in Paragraph 62 of the Complaint.

63. Defendants deny the allegations contained in Paragraph 63 of the Complaint.

THIRD CAUSE OF ACTION:
NEW YORK WAGE THEFT NOTICE

64. Defendants incorporate by reference their responses to the previous paragraphs of Plaintiff's Complaint as though fully set forth herein.

65. The allegations in Paragraph 65 are legal conclusions to which no response is required.

66. The allegations in Paragraph 66 are legal conclusions to which no response is required.

67. The allegations in Paragraph 67 are legal conclusions to which no response is required.

68. The allegations in Paragraph 68 are legal conclusions to which no response is required.

69. The allegations in Paragraph 69 are legal conclusions to which no response is required. To the extent a response is required, Defendants admit that they did not provide wage notices or wage statements to Named Plaintiff, deny that the Named Plaintiff was entitled to such wage notices and wage statements, and deny any remaining allegations in Paragraph 69 of the Complaint.

70. Defendants deny the allegations contained in Paragraph 70 of the Complaint.

PRAYER FOR RELIEF

Defendants deny all the allegations and assertions contained in Plaintiff's Prayer for Relief and deny that Plaintiff or those he seeks to represent are entitled to any relief of any kind whatsoever, including any of the relief sought in Paragraphs (1) – (4) of the Prayer for Relief.

GENERAL DENIAL

Defendants deny each and every allegation contained in the Complaint that is not specifically admitted herein.

DEFENSES

As and for separate defenses to the Complaint, and without conceding that Defendants bear the burden of proof or persuasion as to any of them, Defendants allege the following specific defenses. Defendants reserve the right to amend this Answer and to assert additional defenses and/or supplement, alter, or change their Answer and Defenses upon completion of appropriate investigation and discovery.

FIRST DEFENSE

Plaintiff has failed, in whole or in part, to state a claim upon which relief can be granted.

SECOND DEFENSE

Plaintiff's claims, and those of the members of the putative classes he purports to represent, are barred because those individuals are not "employees" within the meaning of the FLSA or the NYLL.

THIRD DEFENSE

If Defendants are found to have failed to pay Plaintiff and any putative member of the classes whom he purports to represent any wages owed, which Defendants expressly deny, Defendants nevertheless acted at all times on the basis of a good faith and reasonable belief that they had complied fully with all applicable laws and had no actual or constructive notice

of any violation. The actions taken or omitted by Defendants were also in good faith conformity with administrative regulations and/or guidance and/or interpretations issued by the U.S. Department of Labor and the New York State Department of Labor.

FOURTH DEFENSE

Plaintiff's claims, and/or those of the members of the putative classes whom he purports to represent, are barred in whole or in part by applicable statutes of limitation.

FIFTH DEFENSE

Plaintiff's claims, and those of the members of the putative classes whom he purports to represent, are barred in whole or in part by the equitable doctrines of unclean hands, unjust enrichment, laches, offset and/or set off and/or estoppel.

SIXTH DEFENSE

Plaintiff's claims, and those of the members of the putative classes whom he purports to represent, are barred in whole or in part because he has not suffered any injury or damage as a result of any actions allegedly taken by Defendants.

SEVENTH DEFENSE

Plaintiff's claims, and those of the members of the putative classes whom he purports to represent, are barred in whole or in part because the Complaint is uncertain in that the purported class definitions are ambiguous and conclusory.

EIGHTH DEFENSE

If this Court were to certify this action as a class action, any award of liquidated, multiple, or punitive damages would deny Defendants the due process of law.

NINTH DEFENSE

To the extent Plaintiff and members of the putative classes whom he purports to represent suffered injury, which Defendants expressly deny, subject to proof through discovery, any such injury is the result of acts or omissions of such individuals, and not any act or omission of Defendants.

TENTH DEFENSE

Plaintiff is not entitled to certification of this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure because the purported class is not ascertainable, Plaintiff cannot satisfy the requirement of superiority, questions of law or fact are not common to the class, Plaintiff's claims are not typical of the claims or defenses of the purported class, Plaintiff will not fairly and adequately protect the interests of the class, Plaintiff's interest conflict with those of putative class members, and/or the requirements of Fed. R. Civ. Pro. 23(b) are not met in this case.

ELEVENTH DEFENSE

Plaintiff is not entitled to certification of this action as a collective action pursuant to Section 216(b) of the FLSA because Plaintiff and the purported class members he seeks to represent are not similarly situated to one another, Plaintiff's claims require individualized inquiries, and/or proof of damages that would require separate trials.

TWELFTH DEFENSE

Plaintiff is an inadequate and atypical representative of the classes he purports to represent and his interests are in conflict with those of the individuals he seeks to represent.

THIRTEENTH DEFENSE

Plaintiff's claims to minimum wage payments, and those of the members of the putative classes whom they purport to represent, are barred, in whole or in part by the provisions of 29 U.S.C. §206(g) and 29 C.F.R. §786.300.

FOURTEENTH DEFENSE

Plaintiff's claims and those of the members of the putative classes whom he purports to represent, are barred in whole or in part because he received the primary benefit from the purported activity on which his claims are based.

FIFTEENTH DEFENSE

Plaintiff's claims and those of the members of the putative classes whom he purports to represent are barred to the extent that these individuals are/were exempt from any entitlement to minimum wages under the FLSA and/or the New York Labor Law pursuant to applicable exemptions, including but not limited to the learned professional, creative professional, or administrative exemptions.

SIXTEENTH DEFENSE

Plaintiff's claims and those of the members of the putative classes whom he purports to represent are barred to the extent they concern hours during which these individuals were engaged in activities that were preliminary or postliminary to their alleged work activities.

SEVENTEENTH DEFENSE

Plaintiff's claims and those of the members of the putative classes whom he purports to represent are barred in whole or in part to the extent Defendants lacked actual or constructive knowledge of the hours allegedly worked.

EIGHTEENTH DEFENSE

Plaintiff's claims and those of the members of the putative classes whom he purports to represent are barred in whole or in part to the extent that these individuals have affirmatively released, waived, or abandoned all or some of the claims raised in the Complaint.

NINETEENTH DEFENSE

If Defendants' failure to pay requisite wages was unlawful, although such is not admitted, none of Defendants' acts or omissions constitute willful violation of the FLSA or NYLL.

TWENTIETH DEFENSE

If Defendants' alleged failure to pay requisite wages was unlawful, although such is not admitted, neither Plaintiff nor members of the putative classes he seeks to represent can demonstrate facts sufficient to warrant an award of liquidated damages.

TWENTY-FIRST DEFENSE

Any failure to pay wages required by the FLSA and/or NYLL to Plaintiff or members of the putative classes he purports to represent is attributable to a bona fide dispute with respect to their entitlement to payment.

TWENTY-SECOND DEFENSE

Plaintiff's claims are barred for lack of subject matter jurisdiction.

TWENTY-THIRD DEFENSE

Plaintiff's claims are barred, in whole or in part, by statutory exclusions, exceptions, or credits under the FLSA and/or NYLL.

TWENTY-FOURTH DEFENSE

Plaintiff's NYLL claim is barred for lack of supplemental and pendent jurisdiction.

TWENTY-FIFTH DEFENSE

Plaintiff's claims, and those of the members of the putative classes whom he purports to represent, are barred, in whole or in part, because the activities he was and they were engaged in during the internship qualifies as non-compensable training.

TWENTY-SIXTH DEFENSE

Certain of the Plaintiff's claims and/or claims of the members of the putative classes whom he purports to represent, are barred to the extent they are subject to mandatory arbitration.

WHEREFORE, Defendants respectfully request that the Complaint be dismissed in its entirety, with prejudice, and that the Court award Defendants the cost of their defense, including reasonable attorneys' fees, and such other relief as the Court deems appropriate.

Dated: November 26, 2014
New York, New York

MORGAN, LEWIS & BOCKIUS LLP

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Attorneys for Defendant

CERTIFICATE OF SERVICE

I, Stephanie R. Reiss hereby certify that on this 26th day of November, 2014, a true and correct copy of Defendants' Answer and Defenses to Plaintiff's Class Action Complaint was served via CM/ECF upon all counsel of record.

/s/Stephanie R. Reiss
Stephanie R. Reiss

JUDGE NATHAN

14 CV 8004

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANTHONY TART, individually and on behalf of other persons similarly situated who were employed by LIONS GATE ENTERTAINMENT CORPORATION, LIONS GATE FILMS, INC., and DEBMAR-MERCURY LLC or any other entities affiliated with or controlled by LIONS GATE ENTERTAINMENT CORPORATION, LIONS GATE FILMS, INC., and DEBMAR-MERCURY LLC,

Plaintiffs,

-against-

LIONS GATE ENTERTAINMENT CORPORATION, LIONS GATE FILMS, INC., and DEBMAR-MERCURY LLC or any other entities affiliated with or controlled by LIONS GATE ENTERTAINMENT CORPORATION, LIONS GATE FILMS, INC., and DEBMAR-MERCURY LLC,

Defendants.

Index No.

CLASS ACTION COMPLAINT

Jury Demand

The Named Plaintiff Anthony Tart, by his attorneys Leeds Brown Law, P.C. and Virginia & Ambinder, LLP, alleges upon knowledge to himself and upon information and belief as to all other matters as follows:

PRELIMINARY STATEMENT

1. This action is brought pursuant to the Fair Labor Standards Act (hereinafter referred to as "FLSA"), 29 U.S.C. §§ 206 and 216(b), New York Labor Law Article 19 § 650, *et seq.*, New York Labor Law Article 6 §§ 190, *et seq.* ("NYLL"), 12 New York Codes, Rules and Regulations ("NYCRR") § 142-2.1, to recover unpaid minimum wages owed to Named Plaintiff and all similarly situated persons who are presently or were formerly employed to work on The Wendy Williams Show by LIONS GATE ENTERTAINMENT CORPORATION, LIONS GATE FILMS, INC., and DEBMAR-MERCURY LLC or any other entities affiliated with or controlled by LIONS GATE ENTERTAINMENT CORPORATION, LIONS GATE FILMS, INC., and DEBMAR-MERCURY LLC (hereinafter referred to as "Defendants").

2. Beginning in approximately September 2008 and, upon information and belief, continuing through the present, Defendants have wrongfully classified Named Plaintiff and other similarly situated individuals who worked on The Wendy Williams Show as exempt from minimum wages.

3. Beginning in approximately September 2008 and, upon information and belief, continuing through the present, Defendants have maintained a policy and practice of failing to provide compensation at the statutory minimum wage rate for all hours worked to the Named Plaintiff and members of the putative class.

4. Named Plaintiff has initiated this action seeking for himself, and on behalf of all similarly situated employees, all compensation, including minimum wages, which they were deprived of, plus interest, attorneys' fees, and costs.

JURISDICTION

5. Jurisdiction of this Court is invoked pursuant to FLSA, 29 U.S.C. § 216(b), and 28 U.S.C. §§ 1331 and 1337. This Court also has supplemental jurisdiction under 28 U.S.C. § 1367 of the claims brought under New York Labor Law.

6. The statute of limitations under FLSA, 29 U.S.C. § 255(a), for willful violations is three (3) years.

7. The statute of limitations under New York Labor Law § 198(3) is six (6) years.

VENUE

8. Venue for this action in the Southern District of New York under 28 U.S.C. § 1391(b) is appropriate because a substantial part of the events or omissions giving rise to the claims occurred in the Southern District of New York.

THE PARTIES

9. The Named Plaintiff, Anthony Tart, is an individual who is currently a resident of Brooklyn, New York.

10. Named Plaintiff was hired by Defendants to work on The Wendy Williams Show in Manhattan, New York from approximately August of 2012 through December of 2012.

11. Although the Defendants misclassified Named Plaintiff and other members of the putative class as interns, Named Plaintiff is a covered employee within the meaning of the FLSA and NYLL.

12. Upon information and belief, Defendant Lions Gate Entertainment Corp. ("Lions Gate Entertainment") is a foreign multimedia corporation that operates in the motion picture production and distribution, television programming and syndication, and other entertainment industries. At all relevant times, Lions Gate Entertainment's common stock traded on the New York Stock Exchange under the ticker symbol "LGF." Lions Gate Entertainment maintains an office at 75 Rockefeller Plaza, New York, New York 10019.

13. Lions Gate Films, Inc. ("Lions Gate Films") is a foreign business corporation incorporated under the laws of Delaware, and is authorized to do business within the State of New York. Lions Gate Films maintains a principal executive office at 2700 Colorado Ave., Santa Monica, California 90404.

14. Upon information and belief, Lions Gate Films maintains an office at 75 Rockefeller Plaza, New York, New York 10019.

15. Upon further information and belief, Lions Gate Films is a division of Lions Gate Entertainment involved in domestic home entertainment distribution, including distribution of The Wendy Williams Show.

16. Upon information and belief, Defendant Debmar-Mercury LLC is a subsidiary of Lions Gate Entertainment with offices located at 75 Rockefeller Plaza, New York, New York 10019.

17. Defendant Debmar-Mercury produces the American syndicated talk show "The Wendy Williams Show" which airs nationally on FOX Television stations.

18. Defendants each engage in interstate commerce, produce goods for interstate commerce, and/or handle, sell, or work on goods or materials that have been moved in or produced for interstate commerce.

19. Upon information and belief, Defendants' annual gross volume of sales made or business done is not less than $500,000.

CLASS ALLEGATIONS

20. Named Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 through 19 hereof.

21. This action is properly maintainable as a collective action pursuant to the FLSA, 29 U.S.C. § 216(b), and as a Class Action under Rule 23 of the Federal Rules of Civil Procedure.

22. This action is brought on behalf of the Named Plaintiff and a class consisting of each and every other person who worked for Defendants as interns on The Wendy Williams Show, and were misclassified as exempt from minimum wage requirements.

23. Named Plaintiff and putative class members are all victims of the Defendants' common policy and/or plan to violate New York and Federal wage and hour statutes by (1) misclassifying Named Plaintiff and members of the putative class as exempt from minimum wage compensation; (2) failing to pay all earned wages, and (3) failing to provide minimum wages for work performed.

24. Defendants uniformly applied the same employment practices, policies and procedures to all interns who work for Defendants in the State of New York.

25. The putative class is so numerous that joinder of all members is impracticable. The size of the putative class is believed to be in excess of 100 individuals. In addition, the names of all potential members of the putative class are not known.

26. The questions of law and fact common to the putative class predominate over any questions affecting only individual members. These questions of law and fact include, but are not limited to: (1) whether Defendants failed to pay Named Plaintiff and members of the putative class all earned wages for the work they performed on behalf of Defendants; (2) whether the Defendants misclassified Named Plaintiff and members of the putative class as exempt from minimum wages; and (3) whether the Defendants required Named Plaintiff and members of the putative class to perform work on its behalf and for its benefit for which they were not compensated.

27. The claims of the Named Plaintiff are typical of the claims of the putative class. The Named Plaintiff and putative class members were all misclassified as interns and were all subject to Defendants' policies and willful practices of failing to pay employees all earned minimum wages for work they performed in connection with The Wendy Williams Show. Named Plaintiff and putative class members thus have sustained similar injuries as a result of the Defendants' actions.

28. The Named Plaintiff and his counsel will fairly and adequately protect the interests of the putative class. Named Plaintiff has retained counsel experienced in complex wage and hour class action litigation.

29. A class action is superior to other available methods for the fair and efficient

adjudication of this controversy. The individual Named Plaintiff and putative class members lack the financial resources to adequately prosecute separate lawsuits against Defendants. Furthermore, the damages for each individual are small compared to the expense and burden of individual prosecution of this litigation. Finally, a class action will also prevent unduly duplicative litigation resulting from inconsistent judgments pertaining to the Defendants' policies.

30. Prosecuting and defending multiple actions would be impracticable.

31. Managing a class action will not result in undue difficulties.

FACTS

32. Upon information and belief, beginning in or around September 2008, the Defendants maintained a common policy and practice of employing interns on The Wendy Williams Show without compensating them for the work that they performed.

33. Named Plaintiff Tart was hired by Defendants in or about August 2012 and performed various tasks including, but not limited to, washing dishes, getting coffee, picking up art supplies, stocking printers, throwing out garbage, and creating a tape library.

34. From August 2012 through December 2012, Named Plaintiff typically worked two days per week, eight hours per day.

35. Defendants did not provide any compensation to Named Plaintiff for the hours he worked.

36. Defendants benefitted from the work that Named Plaintiff performed.

37. Defendants would have hired additional employees or required existing staff to work additional hours had Named Plaintiff not performed work for Defendants.

38. Upon information and belief, like the Named Plaintiff, members of the putative

class were also hired by Defendants, furnished labor to Defendants, under the control of Defendants, for Defendants' benefit, without receiving any compensation, such as minimum wages.

39. Defendants did not provide academic or vocational training to Named Plaintiff or putative class members.

40. Upon information and belief, Defendants' unlawful conduct has been pursuant to a corporate policy or practice of minimizing labor costs by denying Named Plaintiff and the putative class members compensation in violation of the FLSA and NYLL and its implementing regulations.

41. Defendants' unlawful conduct, as set forth in this Complaint, has been intentional, willful, and in bad faith, and has caused damages to Named Plaintiff and the putative class.

FIRST CAUSE OF ACTION AGAINST DEFENDANTS:
FLSA MINIMUM WAGE COMPENSATION

42. Named Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 through 41 hereof.

43. Pursuant to 29 U.S.C. § 206, "Every employer shall pay to each of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, wages at the following rates: (1) except as otherwise provided in this section, not less than -- (A) $5.85 an hour, beginning on the 60th day after May 25, 2007; (B) $6.55 an hour, beginning 12 months after that 60th day; and (C) $7.25 an hour, beginning 24 months after that 60th day [July 24, 2009]."

44. Lions Gate Entertainment is an employer, within the meaning contemplated, pursuant to 29 U.S.C. § 203(d).

45. Lions Gate Films is an employer, within the meaning contemplated, pursuant to 29 U.S.C. § 203(d).

46. Debmar-Mercury is an employer, within the meaning contemplated, pursuant to 29 U.S.C. § 203(d).

47. Named Plaintiff and other members of the putative collective action are employees, within the meaning contemplated, pursuant to 29 U.S.C. § 203(e).

48. Named Plaintiff and other members of the putative collective action, during all relevant times, engaged in commerce or in the production of goods for commerce, or were employed in an enterprise engaged in commerce or in the production of goods for commerce.

49. None of the exemptions of 29 U.S.C. § 213 applies to Named Plaintiff or other similarly situated employees.

50. Defendants violated the FLSA by failing to pay Named Plaintiff and other members of the putative collective action minimum wages for all hours worked in any given week.

51. Upon information and belief, the failure of Defendants to pay Named Plaintiff and other members of the putative collective action their rightfully-owed wages was willful.

52. By the foregoing reasons, Defendants are liable to Named Plaintiff and members of the putative collective action in an amount to be determined at trial, plus liquidated damages in the amount equal to the amount of unpaid wages, liquidated damages, interest and attorneys' fees and costs.

SECOND CAUSE OF ACTION AGAINST DEFENDANTS:
NEW YORK MINIMUM WAGE COMPENSATION

53. Named Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 through 52 hereof.

54. Title 12 NYCRR § 142-2.1 states that, "(a) [t]he basic minimum hourly rate shall be: (1) $7.15 per hour on and after January 1, 2007; (2) $7.25 per hour on and after July 24, 2009; (3) $8.00 per hour on and after December 31, 2013; (4) $8.75 per hour on and after December 31, 2014 . . . ."

55. New York Labor Law § 663, provides that, "[i]f any employee is paid by his employer less than the wage to which he is entitled under the provisions of this article, he may recover in a civil action the amount of any such underpayments, together with costs and such reasonable attorney's fees."

56. Pursuant to Labor Law § 651, the term "employee" means "any individual employed or permitted to work by an employer in any occupation."

57. As persons employed for hire by Defendants, Named Plaintiff and members of the putative class are "employees," as understood in Labor Law § 651.

58. Pursuant to Labor Law § 651, the term "employer" includes any "any individual, partnership, association, corporation, limited liability company, business trust, legal representative, or any organized group of persons acting as employer."

59. Pursuant to New York Labor Law §§ 190, *et seq.*, 650, *et seq.*, and the cases interpreting same, Defendants are each considered an "employer" of Named Plaintiff and members of the putative class.

60. The minimum wage provisions of Article 19 of the NYLL and the supporting New York State Department of Labor regulations apply to Defendants and protect Named

Plaintiff and members of the putative class.

61. Defendants failed to pay Named Plaintiff and other members of the putative class minimum wages for all hours works, in violation of Title 12 NYCRR § 142-2.1 and Labor Law § 663.

62. Upon information and belief, Defendants' failure to pay Named Plaintiff and putative class members minimum wages was willful.

63. By the foregoing reasons, Defendants have violated Title 12 NYCRR § 142-2.1 and Labor Law § 663, and are liable to Named Plaintiff and members of the putative class in an amount to be determined at trial, interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION AGAINST DEFENDANTS:
NEW YORK WAGE THEFT NOTICE

64. Named Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 through 63 hereof.

65. Pursuant to Article Six of the New York Labor Law, Defendants are employers within the meaning contemplated, pursuant to New York Labor Law Article 19 § 651(6) and the supporting New York State Department of Labor Regulations.

66. Plaintiff, and those individuals similarly situated are employees within the meaning contemplated, pursuant to New York Labor Law Article 19 § 651(5) and the supporting New York State Department of Labor Regulations.

67. NYLL § 195(1) requires employers, such as Defendants, at commencement of employment and in February of every year, to "provide his or her employees, in writing in English and in the language identified by each employee as the primary language of such employee, ... a notice containing... the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; allowances, if any, claimed as part of

the minimum wage, including tip, meal, or lodging allowances."

68. NYLL § 195(3) requires an employer such as Defendants to "furnish each employee with a statement with every payment of wages, listing the following: the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; deductions; allowances, if any, claimed as part of the minimum wage; and net wages. For all employees who are not exempt from overtime compensation as established in the commissioner's minimum wage orders or otherwise provided by New York state law or regulation, the statement shall include the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked, and the number of overtime hours worked . . . ."

69. Named Plaintiff, and upon information and belief other members of the putative class, did not receive the required yearly wage notice or required weekly wage statements pursuant to NYLL § 195.

70. By the foregoing reasons, Defendants have violated NYLL § 195 and are liable to Plaintiffs and other members of the putative class for the penalties set forth in N.Y. Labor Law § 198, post-judgment interest, attorneys' fees, and the costs and disbursements of this action.

WHEREFORE, the Plaintiff, individually and on behalf of all other persons similarly situated who were employed by Defendants, seeks the following relief:

(1) on the first cause of action against Defendants in an amount to be determined at trial, in the amount equal to the amount of unpaid wages, liquidated damages, interest, attorneys' fees and costs.

(2) on the second cause of action against Defendants in an amount to be determined at

trial, liquidated damages, plus interest, attorneys' fees and costs;

(3) On the third cause of action against Defendants for the penalties set forth in N.Y. Labor Law § 198, post-judgment interest, attorneys' fees, and the costs and disbursements of this action.

(4) together with such other and further relief the Court may deem appropriate.

Dated: New York, New York
October 1, 2014

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