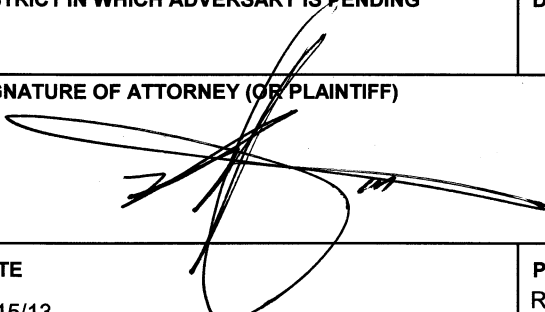


ADVERSARY PROCEEDING COVER SHEET (Instructions on Page 2)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS ANTHONY BARCELO, on behalf of himself and all others similarly situated	DEFENDANTS RHYTHM AND HUES, INC., a/k/a RHYTHM AND HUES STUDIOS INC.; a/k/a RHYTHM & HUES STUDIOS, INC.; a/k/a	
ATTORNEYS (Firm Name, Address, and Telephone No.) BLAKELEY & BLAKELEY LLP 2 Park Plaza, Suite 400 Irvine, CA 92614 (949) 260-0611	ATTORNEYS (If Known) Greenberg Glusker 1900 Ave of the Stars, 21st Floor Los Angeles, CA 90067 (310) 201-7530	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) The Plaintiff brings this cause of action on his behalf on on behalf of other similarly situated former employees of Defendant for violations of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Sec. 2101, et. seq., and the California Labor Code Sec. 1400 et seq. Further, the plaintiff were not paid their full accrued time off under California Labor Code Sec. 201 et seq.		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <p style="text-align: center;">(continued next column)</p>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law	<input checked="" type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$	
Other Relief Sought		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES			
NAME OF DEBTOR Rhythm and Hues, Inc.		BANKRUPTCY CASE NO. 2:13-bk-13775	
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISIONAL OFFICE Los Angeles Division		NAME OF JUDGE Neil W. Bason
RELATED ADVERSARY PROCEEDING (IF ANY)			
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.	
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE		NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 			
DATE 2/15/13	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Ronald A. Clifford		

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not presented by an attorney, the plaintiff must sign.

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4 and

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11 Counsel for Plaintiff and the Putative Class

12 UNITED STATES BANKRUPTCY COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 LOS ANGELES DIVISION
15

16 In re
17 RHYTHM AND HUES, INC.,
18 Debtor.
19 ANTHONY BARCELO, on behalf of
20 himself and all others similarly situated,
21 Plaintiff,
22 v.
23 RHYTHM AND HUES, INC., a/k/a
24 RHYTHM AND HUES STUDIOS INC.;
a/k/a RHYTHM & HUES STUDIOS,
25 INC.; a/k/a RHYTHM & HUES INC.
26 Defendants.

Case No. 2:13-bk-13775-NB

(Chapter 11)

Adv. No. _____

**CLASS ACTION COMPLAINT
VIOLATION OF WARN ACT,
CALIFORNIA WARN ACT, AND
CALIFORNIA LABOR CODE**

27 ^{1 and 2} Not admitted to the Bar of the U.S. District Court C.D. Calif. Applications for admission
28 *pro hac vice* to be filed.

1 Plaintiff ANTHONY BARCELO (“Plaintiff”) alleges on his own behalf and on behalf of the
2 class of those similarly situated as follows:

3 **JURISDICTION AND VENUE**

4 1. This Court has jurisdiction over this adversary pursuant to 28 U.S.C. §§ 157, 1331,
5 1334 and 29 U.S.C. § 2104(a)(5).

6 2. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B) and (O).

7 3. The Debtors did business in this district.

8 4. Venue in this Court is proper pursuant to 29 U.S.C. § 2104(a)(5) and Bankruptcy
9 Code §1409.

10 **NATURE OF THE ACTION**

11 5. The Plaintiff brings this action on his own behalf, and on behalf of other similarly
12 situated former employees who worked for Defendant and who were terminated without cause, as
13 part of, or as the result of, mass layoffs or plant closings ordered by Defendant on or about February
14 11, 2013, and within thirty (30) days of that date, and who were not provided 60 days advance
15 written notice of their terminations by Defendant, as required by the Worker Adjustment and
16 Retraining Notification Act (“WARN Act”), 29 U.S.C. § 2101 *et seq.*, and the California Labor
17 Code § 1400 *et seq.* (“CAL WARN Act”) (collectively with federal and California statutes, the
18 “WARN Acts”). They were not paid their full accrued paid time off under California Labor Code §
19 201 *et seq.*

20 6. Plaintiff and all similarly situated employees seek to recover 60 days wages benefits,
21 pursuant to 29 U.S.C. § 2104, and the California Labor Code, from Defendant. Plaintiff and all
22 similarly situated employees seek to recover 60 days wages benefits, pursuant to 29 U.S.C. § 2104,
23 from Defendant. Plaintiff’s claim, as well as the claims of all similarly situated employees, is
24 entitled to partial administrative expense status pursuant to the United States Bankruptcy Code § 503
25 (b)(1)(A) and partial, or alternatively, full priority status, under 11 U.S.C. § 507(a)(4) and (5), up to
26 the \$11,725.00 priority cap, with the balance, if any, being a general unsecured claim.

1 **THE PARTIES**

2 **Plaintiff**

3 7. Plaintiff Anthony Barcelo was employed by Defendant as a Compositing Technical
4 Director and worked at or reported to the Defendant's headquarters' facility located at 2100 East
5 Grand Avenue, El Segundo, California (the "El Segundo Facility," which is a facility as that term is
6 defined by the WARN Acts) until his termination on or about February 11, 2013.

7 **Defendant**

8 8. Upon information and belief at all relevant times, Defendant maintained and operated
9 its business at the El Segundo Facility and maintained and operated additional facilities, as that term
10 is defined by the WARN Acts (collectively the "Facilities").

11 9. Upon information and belief and at all relevant times, Rhythm And Hues, Inc.
12 ("Rhythm And Hues") is a California corporation duly organized under the laws of the State of
13 California, and employed the Plaintiff and all similarly-situated employees, who worked at or
14 reported to one of its Facilities.

15 10. Until on or about February 11, 2013, the Plaintiff and all similarly situated employees
16 were employed by Defendant and worked at or reported to its El Segundo Facility and other
17 facilities.

18 11. Upon information and belief, Defendant made the decision to terminate the
19 employees.

20 12. On or about February 11, 2013, Defendant ordered the mass layoffs of its employees.

21 13. Upon information and belief, the Defendant terminated approximately 254 employees
22 at its El Segundo Facility on or within 30 days of February 11, 2013.

23 14. On February 13, 2013, Defendant Rhythm And Hues, Inc. filed voluntary petition for
24 relief under Chapter 11 of Title 11 of the United States Bankruptcy Code.

25 **FEDERAL WARN ACT CLASS ALLEGATIONS**

26 15. Plaintiff brings the First Claim for Relief for violation of 29 U.S.C. § 2101 *et seq.*, on
27 his own behalf and on behalf of all other similarly situated former employees, pursuant to 29 U.S.C.
28 § 2104(a)(5) and Federal Rules of Civil Procedure, Rule 23(a) and (b), who worked at or reported to

1 one of Defendant's Facilities and were terminated without cause on or about February 11, 2013 and
2 within 30 days of that date, or were terminated without cause as the reasonably foreseeable
3 consequence of the mass layoffs and/or plant closings ordered by Defendant on or about February
4 11, 2013, and who are affected employees, within the meaning of 29 U.S.C. § 2101(a)(5) (the
5 "WARN Class").

6 16. The persons in the WARN Class identified above ("WARN Class Members") are so
7 numerous that joinder of all members is impracticable. Although the precise number of such persons
8 is unknown, it is estimated to equal or exceed 254, and the facts on which the calculation of that
9 number can be based are presently within the sole control of Defendant.

10 17. On information and belief, the identity of the members of the class and the recent
11 residence address of each of the WARN Class Members is contained in the books and records of
12 Defendant.

13 18. On information and belief, the rate of pay and benefits that were being paid by
14 Defendant to each WARN Class Member at the time of his/her termination is contained in the books
15 and records of the Defendant.

16 19. Common questions of law and fact exist as to members of the WARN Class,
17 including, but not limited to, the following:

- 18 (a) whether the members of the WARN Class were employees of the Defendant
19 who worked at or reported to Defendant's Facilities;
- 20 (b) whether Defendant, unlawfully terminated the employment of the members of
21 the WARN Class without cause on their part and without giving them 60 days
22 advance written notice in violation of the WARN Acts; and
- 23 (c) whether Defendant unlawfully failed to pay the WARN Class members 60
24 days wages and benefits as required by the WARN Acts.

25 20. The Plaintiff's claim is typical of those of the WARN Class. The Plaintiff, like other
26 WARN Class members, worked at or reported to one of Defendant's Facilities and was terminated
27 without cause on or about February 11, 2013, due to the mass layoffs and/or plant closings ordered
28 by Defendant.

1 21. The Plaintiff will fairly and adequately protect the interests of the WARN Class. The
2 Plaintiff has retained counsel competent and experience in complex class actions, including the
3 WARN Act and employment litigation.

4 22. Class certification of these claims is appropriate under Fed.R. Civ.P. 23(b)(3) because
5 questions of law and fact common to the WARN Class predominate over any questions affecting
6 only individual members of the WARN Class, and because a class action superior to other available
7 methods for the fair and efficient adjudication of this litigation – particularly in the context of
8 WARN Act litigation, where individual plaintiffs may lack the financial resources to vigorously
9 prosecute a lawsuit in federal court against a corporate defendant, and damages suffered by
10 individual WARN Class members are small compared to the expense and burden of individual
11 prosecution of this litigation.

12 23. Concentrating all the potential litigation concerning the WARN Act rights of the
13 members of the Class in this Court will obviate the need for unduly duplicative litigation that might
14 result in inconsistent judgments, will conserve the judicial resources and the resources of the parties
15 and is the most efficient means of resolving the WARN Act rights of all the members of the Class.

16 24. Plaintiff intends to send notice to all members of the WARN Class to the extent
17 required by Rule 23.

18 **CALIFORNIA WARN ACT CLASS ALLEGATIONS**

19 25. The Class Plaintiff brings the Second Claim for Relief for violation of California
20 Labor Code § 1401 on behalf of himself and a class of similarly situated persons pursuant to Labor
21 Code § 1404 and Federal Rules of Civil Procedure, Rule 23(a) and (b), who worked at or reported to
22 Defendant’s El Segundo, California Facility and were terminated without cause on or about February
23 11, 2013, and within thirty (30) days of that date and thereafter (the “CAL WARN Class”).

24 26. The persons in the CAL WARN Class identified above (“CAL WARN Class
25 Members”) are so numerous that joinder of all members is impracticable. Although the precise
26 number of such persons is unknown, the facts on which the calculation of that number can be based
27 are presently within the sole control of Defendant.

28 27. On information and belief, the identity of the members of the class and the recent

1 residence address of each of the CAL WARN Class Members is contained in the books and records
2 of Defendant.

3 28. On information and belief, the rate of pay and benefits that were being paid by
4 Defendant to each CAL WARN Class Member at the time of his/her termination is contained in the
5 books and records of the Defendant.

6 29. Common questions of law and fact exist as to members of the CAL WARN Class,
7 including, but not limited to, the following:

8 (a) whether the members of the CAL WARN Class were employees of the Defendant
9 who worked in a covered site of employment of Defendant; and

10 (b) whether Defendant unlawfully terminated the employment of the members of the
11 CAL WARN Class without cause on their part and without giving them 60 days
12 advance written notice in violation of the CAL WARN Act; and

13 (c) whether Defendant unlawfully failed to pay the CAL WARN Class members 60 days
14 wages and benefits as required by the CAL WARN Act.

15 30. The Plaintiff's claims are typical of those of the CAL WARN Class. The Plaintiff
16 worked at or reported to one of Defendant's Facilities and was terminated on or about February 11,
17 2013, and within thirty (30) days of that date and thereafter, due to the closure of the El Segundo,
18 California Facility ordered by Defendant.

19 31. The Plaintiff will fairly and adequately protect the interests of the CAL WARN Class.
20 The Plaintiff has retained counsel competent and experienced in complex class actions on behalf of
21 employees, including the CAL WARN Act, the federal WARN Act, other similar state laws, and
22 employment litigation.

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1 32. Class certification of these Claims is appropriate under Fed. R. Civ. P. 23(b)(3)
2 because questions of law and fact common to the CAL WARN Class predominate over any
3 questions affecting only individual members of the CAL WARN Class, and because a class action
4 superior to other available methods for the fair and efficient adjudication of this litigation –
5 particularly in the context of CAL WARN Class Act litigation, where individual plaintiffs may lack
6 the financial resources to vigorously prosecute a lawsuit in federal court against a corporate
7 defendant, and damages suffered by individual CAL WARN Class members are small compared to
8 the expense and burden of individual prosecution of this litigation.

9 33. Concentrating all the potential litigation concerning the CAL WARN Act rights of the
10 members of the Class in this Court will obviate the need for unduly duplicative litigation that might
11 result in inconsistent judgments, will conserve the judicial resources and the resources of the parties
12 and is the most efficient means of resolving the CAL WARN Act rights of all the members of the
13 CAL WARN Class.

14 34. The Class Plaintiff intends to send notice to all members of the CAL WARN Class to
15 the extent required by Rule 23.

16 **CLAIM FOR RELIEF**

17 **Federal WARN Act Cause of Action**

18 35. Plaintiff realleges and incorporates by reference all allegations in all preceding
19 paragraphs.

20 36. At all relevant times, Defendant employed more than 100 employees who in the
21 aggregate worked at least 4,000 hours per week, exclusive of hours of overtime, within the United
22 States.

23 37. At all relevant times, Defendant was an “employer,” as that term is defined in 29
24 U.S.C. § 2101 (a)(1) and 20 C.F.R. § 639(a) and continued to operate as a business until it decided to
25 order a mass layoff or plant closing at the Facilities.

26 38. At all relevant times, Plaintiff and the other similarly situated former employees were
27 employees of Defendant as that term is defined by 29 U.S.C. §2101.
28

1 39. On or about February 11, 2013, the Defendant ordered mass layoffs or plant closings
2 at the Facilities, as that term is defined by 29 U.S.C. § 2101(a)(2).

3 40. The mass layoffs or plant closings at the Facilities resulted in “employment losses,”
4 as that term is defined by 29 U.S.C. §2101(a)(2) for at least fifty of Defendant’s employees as well
5 as 33% of Defendant’s workforce at the Facilities, excluding “part-time employees,” as that term is
6 defined by 29 U.S.C. § 2101(a)(8).

7 41. The Plaintiff and the Class Members were terminated by Defendant without cause on
8 their part, as part of or as the reasonably foreseeable consequence of the mass layoffs or plant
9 closings ordered by Defendant at the Facilities.

10 42. The Plaintiff and the Class Members are “affected employees” of Defendant, within
11 the meaning of 29 U.S.C. § 2101(a)(5).

12 43. Defendant was required by the WARN Act to give the Plaintiff and the Class
13 Members at least 60 days advance written notice of their terminations.

14 44. Defendant failed to give the Plaintiff and the Class members written notice that
15 complied with the requirements of the WARN Act.

16 45. The Plaintiff is, and each of the Class Members are, “aggrieved employees” of the
17 Defendant as that term is defined in 29 U.S.C. § 2104 (a)(7).

18 46. Defendant failed to pay the Plaintiff and each of the Class Members their respective
19 wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 days
20 following their respective terminations, and failed to make the pension and 401(k) contributions and
21 provide employee benefits under ERISA, other than health insurance, for 60 days from and after the
22 dates of their respective terminations.

23 47. Since the Plaintiff and each of the Class Members seek back pay and benefits
24 attributable to a period of time after the filing of the Debtor’s bankruptcy petition and which arose as
25 the result of the Debtor’s violation of federal laws, Plaintiff’s and the Class Members’ claims against
26 Defendant are entitled to first priority administrative expense status pursuant to 11 U.S.C. §
27 503(b)(1)(A) during that period in addition to priority status for their claims prior to the bankruptcy
28 filing, or alternatively, full priority treatment under 11 U.S.C. § 507(a)(4) and (5).

1 48. The relief sought in this proceeding is equitable in nature.

2 **California WARN Act Cause of Action**

3 49. Plaintiff realleges and incorporates by reference all allegations in all proceeding
4 paragraphs.

5 50. Plaintiff brings this claim on behalf of the other employees similarly situated who
6 worked at Defendant's El Segundo, California Facility, and other "covered establishments", are
7 former "employees," of Defendant as defined in Labor Code § 1400(h).

8 51. Defendant terminated Plaintiff's employment and the employment of other similarly
9 situated employees, pursuant to a "mass layoff," "relocation" or "termination" as defined in Labor
10 Code § 1400 on or about February 11, 2013 or thereafter.

11 52. Defendant was an "employer" as defined in Labor Code § 1400(b).

12 53. Defendant violated Labor Code § 1401 by ordering a "mass layoff" or "termination"
13 in California without giving written notice at least 60 days before the order took effect to (1) the
14 employees affected by the order and (2) the Employment Development Department, the local
15 workforce investment board, and the chief elected official of each city and county government
16 within which the mass layoff, relocation or termination occurred. The "mass layoff," "relocation" or
17 "termination" was not necessitated by a physical calamity or act of war.

18 54. As a result of Defendant's violation of Labor Code § 1401, Plaintiff and the other
19 similarly situated employees are entitled to damages under Labor Code § 1402(a) in an amount to be
20 determined.

21 55. Plaintiff has incurred and the other similarly situated employees will incur attorney's
22 fees in prosecuting this claim and are entitled to an award of attorney's fees under Labor Code §
23 1404.

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1 **CALIFORNIA WAGE PAYMENT PROVISIONS OF LABOR CODE**

2 **Cal. Labor Code §§ 201, 202 & 203**

3 **On Behalf of the California Named Plaintiff and California Rule 23 Class**

4 56. The Plaintiff and the California WARN Rule 23 Class allege and incorporate by
5 reference the allegations in the preceding paragraphs.

6 57. California Labor Code §§ 201 and 202 require Defendants to pay its employees all
7 wages due within the time specified by law. California Labor Code § 203 provides that if an
8 employer willfully fails to timely pay such wages, the employer must continue to pay the subject
9 employees' wages until the back wages are paid in full or an action is commenced, up to a maximum
10 of thirty days of wages.

11 58. The Plaintiff and the California WARN Class who ceased employment with
12 Defendants are entitled to unpaid compensation, but to date have not received such compensation.
13 The Defendants did not pay the Plaintiff and California WARN Class their accrued paid time off
14 prior to their termination. The Plaintiff and members of the California WARN Class are owed the
15 paid time off they accrued prior to that date.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, the Plaintiff, individually and on behalf of all other similarly situated
18 persons, prays for the following relief as against Defendants, jointly and severally:

- 19 A. Certification of this action as a class action;
- 20 B. Designation of the Plaintiff as Class Representative;
- 21 C. Appointment of the undersigned attorneys as Class Counsel;
- 22 D. A first priority administrative expense claim against the Defendant pursuant to 11 U.S.C.
23 § 503(b)(1)(A) in favor of the Plaintiff and the other similarly situated former employees
24 equal to the sum of: their unpaid wages, salary, commissions, bonuses, accrued holiday
25 pay, accrued vacation pay, pension and 401(k) contributions and other COBRA benefits,
26 for 60 days, that would have been covered and paid under the then-applicable employee
27 benefit plans had that coverage continued for that period, all determined in accordance
28 with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A) and the California Labor Code §

1 1402(a), (b); or, alternatively, determining that the first \$11,725 of the WARN Act claims
2 of the Plaintiff and each of the other similarly situated former employees are entitled to
3 priority status, under 11 U.S.C. § 507(a)(4), and the remainder is a general unsecured
4 claim; and

- 5 E. An award and administrative priority claim against the Defendants in favor of the
6 Plaintiff and the other similarly situated former employees equal to the sum of: their
7 unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay,
8 pension and 401(k) contributions pursuant to Cal. Labor Code §§ 201, 202 & 203;
9 F. Such other and further relief as this Court may deem just and proper.

10
11 Dated: February 15, 2013

BLAKELEY & BLAKELEY LLP

12
13 By: /s/ Ronald A. Clifford
14 Scott E. Blakeley
Ronald A. Clifford

15
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