

SUMMONS *ON FIRST* (CITACION JUDICIAL) *AMENDED* *COMPLAINT*

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

West Brands, LLC, a Delaware limited liability company;
(Additional Parties Attachment form is attached)

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

Michael Pearson, as an individual 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

MAR 29 2021

Sherri R. Carter, Executive Office/Clerk
By: *Maisha Pryor*, Deputy
Maisha Pryor

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
Superior Court of California, County of Los Angeles
111 N. Hill St., Los Angeles, CA 90012

CASE NUMBER: (Número del Caso):
20STCV31684

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):

Frank H. Kim, Esq., 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010; (323) 482-3300

DATE: MAR 29 2021
(Fecha) MAR 26 2021

SHERRI R. CARTER Clerk, by
(Secretario)

Maisha Pryor 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

- ☐ 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)

SHORT TITLE:

Michael Pearson v. West Brands, LLC, et al.

CASE NUMBER:

20STCV31684

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
→ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐

Plaintiff

☒

Defendant

☐

Cross-Complainant

☐

Cross-Defendant

Very Good Touring, Inc., a California corporation;

Kanye West, an individual;

AJR Films Inc., a California corporation; and

DOES 1 through 50, inclusive,

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

MAR 29 2021

Sherri B. Carter, Executive Office/Clerk
By: Malcha Dyer, Deputy

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MAR 29 2021

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ATTORNEYS FOR PLAINTIFF MICHAEL PEARSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MICHAEL PEARSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

West Brands, LLC, a Delaware limited
liability company; Very Good Touring, Inc., a
California corporation; Kanye West, an
individual; AJR Films Inc., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20STCV31684
(related to Case No. 20STCV26420)

CLASS ACTION

FIRST AMENDED COMPLAINT

- (1) Failure to Pay Minimum Wage
- (2) Failure to Pay Overtime Wages
- (3) Failure to Provide Rest Breaks
- (4) Waiting to Provide Meal Breaks
- (5) Failure to Provide Itemized Wage Statements
- (6) Waiting Time Penalties
- (7) Violation of the Private Attorneys General Act of 2014
- (8) Unlawful and Unfair Business Practices

Complaint Filed: August 20, 2020

1 Plaintiff Michael Pearson (“Plaintiff”), individually and on behalf of all others similarly
2 situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff submits this class action on behalf of all other similarly situated current
5 and former non-exempt employees of West Brands, LLC (“West Brands”), Very Good
6 Touring, Inc. (“Very Good Touring”), Kanye West, AJR Films Inc. (“AJR Films”), and DOES
7 1 through 50, inclusive (each a “Defendant” and collectively, “Defendants”), to challenge
8 Defendants’ attempt to misclassify their performers as independent contractors instead of their
9 true status as employees.

10 2. As a result of Defendants’ unlawful misclassification of the defined class(es)
11 herein alleged, Plaintiff seeks to recover for Defendants’ failure to, among other things, pay
12 wages, provide employees with meal and rest breaks (or compensation therefor), and pay
13 overtime. Plaintiff seeks penalties, interest, attorneys’ fees, costs and expenses, and equitable
14 restitutionary and injunctive relief.

15 **JURISDICTION AND VENUE**

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

20 4. Venue is proper in this judicial district and the County of Los Angeles,
21 California, because Plaintiff, and other persons similarly situated, performed work for
22 Defendants in the County of Los Angeles, Defendants maintain offices and facilities and
23 transact business in the County of Los Angeles, and Defendants’ illegal policies and practices
24 that are the subject of this action were applied, at least in part, to Plaintiff and other persons
25 similarly situated in the County of Los Angeles.

26 **THE PARTIES**

27 5. Plaintiff is an individual residing in the State of California. Plaintiff worked for
28 Defendants as a non-exempt employee during the statutory period.

1 6. On information and belief, Defendant West Brands is a foreign limited liability
2 company organized and existing under the laws of the State of Delaware, and at all times
3 mentioned herein, qualified to do business in California.

4 7. On information and belief, Defendant Very Good Touring is a domestic
5 corporation organized and existing under the laws of California, and at all times mentioned
6 herein, qualified to do business in California.

7 8. On information and belief, Defendant Kanye West is an individual who is and
8 was at all times mentioned herein, a resident of Los Angeles County, the sole Member of West
9 Brands, and the Chief Executive Officer of Very Good Touring.

10 9. On information and belief, Defendant AJR Films is a domestic corporation
11 organized and existing under the laws of California, and at all times mentioned herein,
12 qualified to do business in California.

13 10. Plaintiff does not know the true names or capacities, whether individual,
14 partner, or corporate, of Defendants sued herein as DOES 1 through 50, inclusive, and for that
15 reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to
16 amend this complaint when the true names and capacities are known. Plaintiff is informed and
17 believes and thereon alleges that each of Defendants designated as a DOE was responsible in
18 some way for the matters alleged herein and proximately caused Plaintiff and members of the
19 general public and the Class to be subject to the illegal employment practices, wrongs, and
20 injuries complained of herein.

21 11. At all relevant times herein, Defendants were the joint employers of Plaintiff
22 and the class members. Plaintiff is informed and believes and based thereon alleges that at all
23 times material to this First Amended Complaint, Defendants were the alter egos, divisions,
24 affiliates, integrated enterprises, subsidiaries, parents, principals, related entities, co-
25 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
26 ostensible, of each other. Each Defendant was completely dominated by his, her, or its co-
27 Defendant, and each was the alter ego of the other.

28 12. At all relevant times herein, Plaintiff and class members were employed by

1 Defendants under employment agreements that were partly written, partly oral, and/or partly
2 implied. In perpetrating the acts and omissions alleged herein, Defendants, and each of them,
3 acted pursuant to, and in furtherance of, their policies and practices of not paying Plaintiff and
4 class members all wages earned and due, though methods and schemes which include, but are
5 not limited to, failing to pay minimum wage, overtime premiums, failing to provide meal and
6 rest breaks, failing to properly maintain records, failing to provide accurate itemized statements
7 for each pay period, and requiring, suffering, or permitting employees to work off the clock, in
8 violation of California Labor Code and the applicable Industrial Welfare Commission (“IWC”)
9 Wage Order.

10 13. Plaintiff is informed and believes and based thereon alleges that each and every
11 one of the acts and omissions alleged herein were performed by, and/or attributable to, all
12 Defendants, each acting as agents and/or employees, and/or under the direction and control of,
13 each of the other Defendants, and that said acts and failures to act were within the course and
14 scope of said agency, employment, and/or direction and control.

15 14. As a direct and proximate result of Defendants’ unlawful actions, Plaintiff and
16 class members have suffered, and continue to suffer, from loss of earnings in amounts as yet
17 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

18 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

19 15. On or about November 2019, Defendants hired Plaintiff and hundreds of other
20 on-stage performers and vocalist (collectively, “Performers”), to train, rehearse, and perform in
21 a live opera by Kayne West entitled “Nebuchadnezzar,” which took place on November 24,
22 2019 at the Hollywood Bowl and which was produced into a motion picture.

23 16. Plaintiff was an on-stage performer at the Nebuchadnezzar Opera. Pursuant to a
24 written contract with Plaintiff, Defendants agreed to pay a flat rate of \$250 per day regardless
25 of the number of hours worked by Plaintiff. Plaintiff was employed by Defendants for two
26 days, on November 23, 2019, and November 24, 2019.

27 17. Throughout their entire employment, Plaintiff and the other Performers were
28 under the direct control and direction of Defendants with respect to their off-stage activities

1 and their on-stage performance.

2 18. On November 23, 2019, immediately after checking in with Defendants,
3 Plaintiff and the other Performers were advised to wait at a designated location inside the
4 Hollywood Bowl for further instructions. Defendants failed to provide enough seats for
5 Plaintiff and all the Performers to sit. As a result, Plaintiff and the other Performers were
6 forced to stand or sit on the ground throughout the first day.

7 19. Defendants dismissed Plaintiff and the other Performers after over eight (8)
8 hours of work on November 23, 2019, with no meal or rest break.

9 20. On November 24, 2019, Defendants instructed Plaintiff and the other
10 Performers to meet at the parking center off Hollywood and Highland at 8:30 AM, where
11 Defendants would provide a shuttle service to the Hollywood Bowl.

12 21. As with the previous day, Plaintiff spent a significant part of the day waiting
13 with the other Performers for further instruction, this time in outdoor tents. Also, as with the
14 previous day, Plaintiff and the other Performers were forced to stand or sit on the ground
15 because Defendants failed to provide enough seats for everyone.

16 22. Outside the tents, Plaintiff and the other Performers received instruction from
17 the choreographer, received wardrobe fittings, rehearsed for the show, and performed on-stage.

18 23. At the conclusion of the Sunday Service performance, Plaintiff and the other
19 Performers were required to wait in line and return to their wardrobe. Defendants failed to
20 provide a shuttle service back to the parking lot, forcing Plaintiff and the other Performers
21 walk back to their cars. Plaintiff worked over ten (10) hours on the second day with no meal or
22 rest break.

23 24. In or about December 2019, Plaintiff received a check in the amount of \$500
24 without any itemization describing how said payment was allocated.

25 25. As a result of Defendants' willful misclassification of the Class Members as
26 "independent contractors," Plaintiff was denied his fundamental employment rights as
27 mandated by California law, including but not limited to, the right to overtime wages, the right
28 to prompt payment of full wages upon termination of employment, the right to lawful meal and

rest breaks, and the right to accurate, itemized wage statements.

CLASS ACTION ALLEGATIONS

26. **Class Definition:** Plaintiff seeks to represent the following class (“Class” or “Class Members”) during the period beginning four years from the filing of this lawsuit (with applicable tolling period(s)) through the final disposition of this action (the “Class Period”): All non-exempt performers, vocalist, crewmembers, or other persons in California who worked for Defendants at a predetermined wage regardless of the hours worked.

27. In addition to the Class Members, Plaintiff seeks to pursue claims on behalf of the following subclasses:

- a. **Minimum Wage Subclass:** all current and former employees who worked one or more shifts and were not paid their minimum wages;
- b. **Overtime Subclass:** all current and former employees who worked one or more shifts in excess of eight (8) hours in a day;
- c. **Rest Break Subclass:** all current and former employees who worked one or more shifts of three and one-half (3.5) hours or more or, in the case of Extra Players under Wage Order No. 12-2001, all current and former employees who worked one or more shifts of four (4) hours or more;
- d. **Meal Period Subclass:** all current and former employees who worked (i) at least one shift in excess of five (5) hours, and/or (ii) at least one shift in excess of ten (10) hours or, in the case of Extra Players under Wage Order No. 12-2001, all current and former employees who worked (i) at least one shift in excess of six (6) hours, and/or (ii) at least one shift in excess of twelve (12) hours;
- e. **Wage Statement Subclass:** all current and former employees who received a payment of wages;
- f. **Waiting Time Penalty Subclass:** all former non-exempt employees who separated from their employment with Defendants; and

1 g. **Misclassification Subclass:** all current and former independent
2 contractors who worked one or more shifts.

3 28. The potential class is of a significant number. Joinder of all current and former
4 employees individually would be impracticable.

5 29. Plaintiff's claims are typical of the claims of the class because Defendants
6 uniformly subjected all non-exempt employees to the same violations of the Labor Code, the
7 applicable IWC Wage Order, and the Business and Professions Code.

8 30. This action involved common questions of law and fact because the action
9 focuses on Defendants' systematic course of illegal policies and practices, which were applied
10 to all non-exempted employees in violation of the Labor Code, the applicable IWC Wage
11 Order, and the Business and Professions Code, which prohibits unfair business practices
12 arising from such violations.

13 31. Plaintiff will fairly and adequately protect the interests of all Class Members.

14 **PAGA ALLEGATIONS**

15 32. Plaintiff is an aggrieved employee within the meaning of Labor Code § 2699(c).
16 Plaintiff, on behalf of all aggrieved employees (whether said aggrieved employees are putative
17 class members), is statutorily entitled to prosecute this matter for all Labor Code violations
18 covered under the Private Attorneys General Act of 2014 ("PAGA").

19 **ALLEGATIONS RELATING TO DEFENDANTS' FAILURE TO PAY MINIMUM**

20 **AND OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 510, 558, 1194,**

21 **1194.2, AND 1197.1**

22 33. At all times relevant herein, Defendants were required to compensate their
23 employees minimum wages for all hours worked, and overtime wages for all hours worked in
24 excess of eight (8) hours per day and forty (40) hours per week.

25 34. As a pattern and practice, Defendants misclassified Plaintiff and the other
26 aggrieve employees as independent contractors and thereby failed to properly compensate them
27 for all hours worked. Specifically, Plaintiff contends that he worked over eight (8) hours on
28 November 23-24, 2018 without receiving overtime compensation. Plaintiff also contends that

1 other aggrieved employees who serve as vocalists in the “Sunday Service” choir are
2 compensated at a flat weekly rate that fails to meet the minimum wage requirements based on
3 the total hours worked for travel, rehearsals, and performances. As such, Plaintiff asserts that
4 Defendants’ practices resulted in a failure to pay all minimum wages and, where applicable,
5 overtime and double-time wages.

6 **ALLEGATIONS RELATING TO DEFENDANTS’ FAILURE TO PROVIDE MEAL**
7 **AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 226.7, 512, AND 558**

8 35. In accordance with the California Labor Code and the applicable IWC Wage
9 Order, Plaintiff and all aggrieved employees had the right to take a 10-minute rest break for
10 shifts of three and one-half (3.5) hours or more, or for shifts of four (4) hours or more in the
11 case of Extra Players under Wage Order No. 12-2001. Plaintiff and the other aggrieved
12 employees also had the right to a 30-minute meal period for every shift in excess of five (5)
13 hours, or every shift in excess of six (6) hours in the case of Extra Players under Wage Order
14 No. 12-2001.

15 36. Because Defendants misclassified its workers as independent contractors, they
16 failed to provide Plaintiff and aggrieved employees their duty-free meal periods and rest breaks
17 and did not provide proper compensation for such failure. Such a pattern and practice of
18 administration of corporate policy as described herein is unlawful pursuant to Labor Code §
19 226.7 and the applicable IWC Wage Order.

20 **ALLEGATIONS RELATING TO DEFENDANTS’ FAILURE TO KEEP ACCURATE**
21 **WAGE STATEMENTS IN VIOLATION OF LABOR CODE §§ 226 and 226.3**

22 37. In violation of Labor Code § 226 *et seq.*, Defendants failed to keep their
23 affirmative obligation to keep accurate records regarding the rates of pay for their California
24 employees. For example, as a result of Defendants’ various Labor Code violations and
25 Defendants’ unlawful misclassification of Plaintiff and other aggrieved employees as
26 independent contractors, Defendants failed to keep accurate records of Plaintiff’s and other
27 aggrieved employees’ gross wages earned, total hours worked, net wages earned, and all
28 applicable hourly rates and the number of hours worked at each hourly rate.

1 **ALLEGATIONS RELATING TO DEFENDANTS' UNTIMELY PAYMENT OF**
2 **WAGES IN VIOLATION OF LABOR CODE §§ 201-204, 210, and 1194.5**

3 38. At all times relevant herein, Defendants were required by law to pay employee
4 wages in a timely manner, pursuant to the mandates of the Labor Code and all regulations
5 promulgated thereunder.

6 39. As a pattern and practice, Defendants failed to pay Plaintiff and other aggrieved
7 employees on time in violation of California Labor Code §§ 201-204, 210, and 1194.5. For
8 example, Defendants have not reimbursed Plaintiff and other aggrieved employees for all
9 necessary expenses incurred in the performance of their job duties, have not paid them at the
10 required rate for all time worked, and have not paid them minimum and overtime wages during
11 the appropriate time required.

12 **ALLEGATIONS RELATING TO DEFENDANTS' WILLFUL**
13 **MISCLASSIFICATION OF AGGREIVED EMPLOYEES IN VIOLATION OF**
14 **LABOR CODE § 226.8**

15 40. At all times relevant herein, it was unlawful for Defendants to willfully
16 misclassify individuals as independent contractors pursuant to the mandate of Labor Code
17 §226.8.

18 41. As a pattern and practice, Defendants wrongfully and willfully misclassified
19 Plaintiff and other aggrieved employees as independent contractors in violation of the law.

20 **ALLEGATIONS RELATING TO DEFENDANTS' FAILURE TO PROVIDE**
21 **SUITABLE SEATING IN VIOLATION OF LABOR CODE § 1198**

22 42. In accordance with California Labor Code § 1198, Plaintiff had the right to be
23 provided with suitable seats (1) when the nature of the work reasonably permits the use of
24 seats; and, even if the nature of the work requires standing, (2) when it does not interfere with
25 the performance of his duties.

26 43. As a pattern and practice, Defendants regularly failed to provide Plaintiff such
27 suitable seats for their performers. Specifically, Plaintiff contends that he and other aggrieved
28 employees were denied suitable seating on November 23-24, 2018 during the times in which

1 they spent hours waiting for further instructions inside the Hollywood Bowl.

2 44. Such a pattern and practice of administration of corporate policy as described
3 herein is unlawful, pursuant to Labor Code § 1198.

4 **ALLEGATIONS RELATING TO DEFENDANTS' FAILURE TO PROVIDE**

5 **SUITABLE SEATING IN VIOLATION OF LABOR CODE § 1198**

6 45. At all times relevant herein, Defendants were required to provide written notice
7 to employees of basic information material to their employment relationship, including their
8 rate(s) of pay, designated pay day, the name, physical address, and telephone number of the
9 employer, and the employer's workers' compensation insurance carrier.

10 46. As a pattern and practice, Defendants regularly failed to provide Plaintiff and
11 the aggrieved employees the required written notice at the time of hire, in violation of Labor
12 Code § 1198.

13 **FIRST CAUSE OF ACTION**

14 **Failure to Pay Minimum Wages**

15 **[Cal. Labor Code §§ 1194, 1194.2, 1197, IWC Wage Order No. 12-2001]**

16 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (a), (e)-(g))**

17 47. Plaintiff re-alleges and incorporates by reference the above paragraphs as
18 though fully set forth herein.

19 48. During the Class Period, Defendants failed to pay Plaintiff and the Minimum
20 Wage Subclass by misclassifying them as independent contractors and compensating them a
21 predetermined wage regardless of their hours worked.

22 49. As a direct and proximate cause of the aforementioned violations, Defendants
23 failed to pay Plaintiff and the Minimum Wage Subclass the minimum wage for each hour
24 worked. Plaintiff is informed and believes and thereon alleges that Defendants' failure to pay
25 the minimum wage for each hour worked, as described herein, was done willfully.

26 50. Based on the Defendants' conduct as alleged herein, Defendants are liable for
27 unpaid minimum wage compensation pursuant to Labor Code sections 1194 and 1197,
28 liquidated damages in an amount equal to the unpaid wages owed to such employees, plus

1 interest.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1194, and 1198; IWC Wage Order No. 12-2001]**

5 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (b), (e)-(f))**

6 51. Plaintiff re-alleges and incorporates by reference the above paragraphs as
7 though fully set forth herein.

8 52. Pursuant to California Labor Code §§ 510, 1194, and 1198, and IWC Wage
9 Order No. 12, Defendants are required to compensate Plaintiff and the Overtime Subclass for
10 all overtime at a rate of one and one-half (1½) times the regular rate of pay for all hours
11 worked in excess of eight (8) hours per day and at a rate of twice the regular rate of pay for all
12 hours worked in excess of twelve (12) hours in any workday or, in the case of “extra players”
13 under Wage Order No. 12-2001, twice the regular rate of pay for all hours worked in excess of
14 ten (10) hours in any workday.

15 53. During the Class Period, Defendants failed to compensate, and continue to fail
16 to compensate, Plaintiff and the Overtime Subclass for all overtime hours worked as required
17 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among
18 other things, failing to pay overtime at one and one-half (1½) times or double the regular rate
19 of pay.

20 54. As a direct and proximate cause of the aforementioned violations, Plaintiff and
21 the Overtime Subclass have suffered, and continue to suffer, substantial losses related to the
22 use and enjoyment of such wages and lost interest on such wages. Plaintiff and the Overtime
23 Subclass are entitled to recover the unpaid balance of wages owed to them by Defendants, plus
24 interest, penalties, attorneys’ fees, expenses, and costs of suit.

25 **THIRD CAUSE OF ACTION**

26 **Failure to Provide Rest Periods**

27 **[Cal. Labor Code §§ 226.7 and IWC Wage Order No. 12-2001]**

28 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (c), (e)-(g))**

1 55. Plaintiff re-alleges and incorporates by reference the above paragraphs as
2 though fully set forth herein.

3 56. During the Class Period, Defendants had, and continue to have, a policy and
4 practice of failing to authorize and permit Plaintiff and the Rest Period Subclass to take rest
5 breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 12-2001 § 12.

6 57. As a result of Defendants' policies and practices alleged herein, Plaintiff and the
7 Rest Period Subclass regularly have been denied, and continue to be denied, the opportunity to
8 take full, interrupted, and timely rest periods as required under California Labor Code § 226.7
9 and IWC Wage Order No. 12-2001 § 12.

10 58. Defendants violated, and continue to violate, California Labor Code § 226.7 and
11 IWC Wage Order No. 12-2001 § 12 by failing to pay Plaintiff and the Rest Period Subclass
12 who were not provided a rest period, in accordance with the applicable Wage Order, one
13 additional hour of compensation at each employee's regular rate of pay for each workday that a
14 rest period was not provided.

15 59. As a direct and proximate cause of the aforementioned violations, Plaintiff and
16 the Rest Period Subclass have sustained economic damages, including but not limited to
17 unpaid wages and lost interest, in an amount according to proof a trial, and are entitled to
18 recover economic and statutory damages and penalties and other appropriate relief due to
19 Defendants' violation of the California Labor Code and IWC Wage Order No. 12-2001.

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Provide Meal Periods**

22 **[Cal. Labor Code §§ 226.7 and 512; IWC Wage Order No. 12]**

23 **(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (d), (e)-(g))**

24 60. Plaintiff re-alleges and incorporates by reference the above paragraphs as
25 though fully set forth herein.

26 61. During the Class Period, Defendants had, and continue to have, a policy and
27 practice of failing to provide Plaintiff and the Meal Period Subclass full and timely meal
28 periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage Order No. 12-

2001 § 11.

62. As a result of Defendants' policies and practices alleged herein, Plaintiff and the Meal Period Subclass regularly have been denied, and continue to be denied, the opportunity to take full, interrupted, and timely meal periods as required under California law.

63. As a direct and proximate cause of the aforementioned violations, Plaintiff and the Meal Period Subclass have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount according to proof at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief due to Defendants' violation of the California Labor Code and IWC Wage Order No. 12-2001.

FIFTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226 and 1174; IWC Wage Order No. 12-2001]

(Against All Defendants by Plaintiff on Behalf of the Class and Subclass (e) and (g))

64. Plaintiff re-alleges and incorporates by reference the above paragraphs as though fully set forth herein.

65. During the Class Period, Defendants failed to provide, and continue to fail to provide, Plaintiff and the Wage Statement Subclass with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Plaintiff and the Wage Statement Subclass, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code §§ 226 and 1174 and IWC Wage Order No. 12-2001 § 7.

66. During the Class Period, Plaintiff and the Wage Statement Subclass suffered injury, and continue to suffer injury, as a result of Defendants' failure to provide timely and accurate itemized wage statements, as Plaintiff and the Wage Statement Subclass could not promptly and easily determine from the wage statement alone one or more of the following: the gross wages earned, the total hours worked, all deductions made, the net wages earned, the name and address of the legal entity or entities employing Plaintiff and the Wage Statement

Subclass, and all applicable hourly rates in effect during each pay period, including the corresponding number of hours worked at each hourly rate.

67. As a direct and proximate cause of the aforementioned violations, Plaintiff and the Wage Statement Subclass have suffered actual damages in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and the Wage Statement Subclass are entitled to an award of costs, expenses, and reasonable attorneys' fees, as well as other available remedies.

SIXTH CAUSE OF ACTION

Waiting Time Penalties

[Cal. Labor Code §§ 201-203]

(Against All Defendants by Plaintiff on Behalf of the Class and Subclasses (f) and (g))

68. Plaintiff re-alleges and incorporates by reference the above paragraphs as though fully set forth herein.

69. Pursuant to California Labor Code §§ 201 and 202, Defendants are required to promptly pay all wages owed to an employee at the conclusion of employment.

70. Defendants' failure to pay the Waiting Time Penalty Subclass, who are no longer working for Defendants, all wages owing to former employees was willful.

71. As a direct and proximate cause of the aforementioned violations, Plaintiff and the Waiting Time Penalty Subclass have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages and lost interest on such wages. Plaintiff and the Waiting Time Penalty Subclass are entitled to recover penalties against Defendants in an amount to be determined at trial pursuant to Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid, for a period of up to thirty (30) days from the time they were due.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Cal. Labor Code § 2698 *et seq.*]

(Against All Defendants by Plaintiff on Behalf of Aggrieved Employees)

1 72. Plaintiff re-alleges and incorporates by reference the above paragraphs as
2 though fully set forth herein.

3 73. PAGA expressly establishes that any provision of the California Labor Code
4 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
5 departments, divisions, commissions, boards, agencies or employees for a violation of the
6 California Labor Code, may be recovered through a civil action brought by an aggrieved
7 employee on behalf of himself or herself, and other current or former employees.

8 74. Plaintiff and the other non-exempt workers who are misclassified as
9 independent contractors are “aggrieved employees” as defined by California Labor Code §
10 2699(c) in that they are all current or former employees of Defendants, and one or more of the
11 alleged violations was committed against them.

12 75. Plaintiff seeks to recover PAGA civil penalties through a representative action
13 for violations of the following Labor Code provision:

- 14 a. Failure to pay minimum and overtime wages in violation of Wage Order
15 12 and Labor Code §§ 510, 558, 1194, and 1198;
- 16 b. Failure to provide meal and rest breaks in violation of Wage Order No.
17 12 and Labor Code §§ 226.7, 512, 558;
- 18 c. Failure to pay all compensation due to former employees at the time
19 they were discharged in violation of Labor Code § 201-204;
- 20 d. Failure to provide itemized wage statements in violation of Labor Code
21 §§ 226;
- 22 e. Knowingly and willfully misclassifying employees as independent
23 contractors in violation of Labor Code § 226.8;
- 24 f. Failure to provide suitable seating for employees in violation of Labor
25 Code § 2699; and
- 26 g. Failure to provide written notice to employees at the time of hiring
27 concerning basic information material to their employment relationship
28 in violation of Labor Code § 2810.5.

1 76. On August 31, 2020, Plaintiff filed a claim notice online with the California
2 LWDA, LWDA Case No. LWDA-CM-804594-20, and mailed the same via certified mail to
3 Defendants West Brands and AJR Films. On November 24, 2020, Plaintiff filed an amended
4 claim notice with the LWDA to add a violation under Labor Code § 2810.5 and mailed the
5 same via certified letter to Defendants. To date, Plaintiff has not received a response. Now
6 that sixty-five days have passed from Plaintiff notifying Defendants of these violations,
7 Plaintiff has exhausted her administrative requirements for bringing a claim under the Private
8 Attorneys General Act.

9 77. Plaintiff was compelled to retain the services of counsel to file this court action
10 to protect the interests and the interests of other similarly aggrieved employees, and to assess
11 and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys'
12 fees and costs, which he is entitled to receive under California Labor Code § 2699.

13 **EIGHTH CAUSE OF ACTION**

14 **Unfair and Unlawful Business Practices**

15 **[Cal. Bus. & Prof. Code § 17200 *et seq.*]**

16 **(Against all Defendants by Plaintiff on Behalf of the Class)**

17 78. Plaintiff re-alleges and incorporates by reference the above paragraphs as
18 though fully set forth herein.

19 79. Each and every one of Defendants' acts and omissions as heretofore described
20 constitute unfair and unlawful business practices under California Business and Professions
21 Code § 17200 *et seq.*

22 80. Defendants' violations of California wage and hour laws constitute a business
23 practice because Defendants' aforementioned acts and omissions were done repeatedly over a
24 significant period of time, and in a systematic manner, to the detriment of Plaintiff and the
25 Class Members.

26 81. Defendants have avoided payment of earned wages, overtime wages, meal
27 period wages, rest break premiums, and other benefits, as required by the California Labor
28 Code, the California Code of Regulations, and the applicable IWC Wage Order. Further,

Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

82. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during the Class Period at the expense of Plaintiff, Class Members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and the Class Members.

83. Defendants' unfair and unlawful business practices entitle Plaintiff and the Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore Plaintiff and Class Members the wages and other compensation unlawfully withheld from them. Plaintiff and Class Members are entitled to restitution of all monies to be disgorged from Defendants in an amount subject to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class and Subclasses as described herein;
3. For an order appointing counsel for Plaintiff as class counsel;
4. Upon the First and Second Causes of Action, for all minimum and overtime wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203, and for costs and attorneys' fees;
5. Upon the Third and Fourth Causes of Action, for all meal period and rest break wages owed, and for waiting time wages according to proof pursuant to California Labor Code §203 and for costs;
6. Upon the Fifth Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
7. Upon for the Sixth Cause of Action, for waiting time wages according to proof

pursuant to California Labor Code § 203 and for costs;

8. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a);

9. Upon the Eighth Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*; and

10. On all Causes of Action, for attorneys' fees, interest, and costs as provided by California Labor Code §§ 218.6, 226, 1194, and Code of Civil Procedure § 1021.5, and for such other further relief the Court may deem just and proper.

DATED: March 29, 2021

**KIM LEGAL, APC
HELEN KIM LAW, APC
ECOTECH LAW GROUP, P.C.**

By: /s/ Frank H. Kim

Frank H. Kim, Esq.

Helen U. Kim, Esq.

Dara Tabesh, Esq

ATTORNEYS FOR PLAINTIFF

DEMAND FOR JURY TRIAL

Plaintiff, for himself and the Class and Subclasses, and on behalf of other aggrieved employees, hereby demands a jury trial as provided by California law.

DATED: March 29, 2021

**KIM LEGAL, APC
HELEN KIM LAW, APC
ECOTECH LAW GROUP, P.C.**

By: /s/ Frank H. Kim

Frank H. Kim, Esq.

Helen U. Kim, Esq.

Dara Tabesh, Esq

ATTORNEYS FOR PLAINTIFF

MAR 29 2021

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ATTORNEYS FOR PLAINTIFF MICHAEL PEARSON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MICHAEL PEARSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

West Brands, LLC, a Delaware limited
liability company; Very Good Touring, Inc., a
California corporation; Kanye West, an
individual; AJR Films Inc., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20STCV31684
(related to Case No. 20STCV26420)

Assigned to Hon. Carolyn B. Kuhl, Dept. 12

PROOF OF SERVICE

Complaint Filed: August 20, 2020

Pearson v. West Brands, LLC, et al.
20STCV31684