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*ATTORNEYS FOR PLAINTIFF TALIAH LESLIE*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

TALIAH LESLIE, an individual, in her  
representative capacity,

Plaintiff,

v.

YEEZY APPAREL LLC, a California limited  
liability company; KANYE WEST, an  
individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **21STCV17190**

**REPRESENTATIVE ACTION  
COMPLAINT:**

1. Penalties Pursuant to Labor Code § 2699,  
*et seq.* for Labor Code violations

**Demand for Jury Trial**

Plaintiff Taliah Leslie (“Plaintiff”), on behalf of herself and the people of the State of California and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (“PAGA”) complains against Yeezy Apparel LLC (“Yeezy”), a California limited liability company, Kanye West (“West”), an individual, and DOES 1 to 50 (collectively, “Defendants”), as follows:

1 **INTRODUCTION**

2 1. Plaintiff worked as an Assistant Designer with Yeezy and was classified as an  
3 independent contractor. Plaintiff brings this action under PAGA on a representative basis. The  
4 aggrieved employees are all Designers, Assistant Designers, Patternmakers, Assistant  
5 Patternmakers, Sewers, Interns, and others whom Defendants misclassified as independent  
6 contractors and/or misclassified as exempt employees (“Aggrieved Employees”).

7 2. The California Labor Code requires employers to provide employees, among  
8 other things, accurate wage statements, meal and rest periods, minimum and overtime wages,  
9 reimbursement of necessary expenses, and prompt payment of wages during employment and  
10 upon termination. Yeezy failed to comply with California Labor Code requirements due to its  
11 policy of misclassifying employees as independent contractors and as exempt, depriving them of  
12 wages and other benefits owed to them. Plaintiff, in her representative capacity, seeks civil  
13 penalties on behalf of herself and other aggrieved employees pursuant to PAGA.

14 3. For at least one (1) year prior to the date of Plaintiff’s letter sent to the Labor  
15 Workforce Development Agency and Defendants giving notice of the claims pursuant to Labor  
16 Code § 2699, *et seq.* (“PAGA”) and continuing to the present, Yeezy has had a consistent policy  
17 and/or practice of violating several Labor Code sections that give rise to a claim pursuant to  
18 PAGA: (1) permitting, encouraging, and/or requiring Aggrieved Employees to work in excess of  
19 eight hours per day and/or in excess of forty hours per week without overtime; (2) failing to pay  
20 minimum wage for all hours worked; (3) failing to provide off-duty meal periods; (4) failing to  
21 provide off-duty rest periods; (5) willfully misclassifying employees as independent contractors  
22 and as exempt; (6) failing to provide written notice containing information of the name of the  
23 employer, including any “doing business as” names used by the employer, the physical address  
24 and telephone number of the employer’s main office, the name, address, and telephone number  
25 of the employer's workers’ compensation insurance carrier, and the rate of pay; (7) failing to  
26 properly compensate all wages twice each calendar month on days designated in advance by the  
27 employer as the regular paydays; (8) failing to furnish timely and accurately furnish itemized  
28 wage statements; (9) failing to pay all wages earned no later than the payday for the next regular

1 payroll period; (10) failing to fully reimburse necessary business expenses; (11) failing to keep  
2 accurate payroll records of daily hours worked, and (12) failing to promptly pay all compensation  
3 upon termination of employment.

#### 4 **JURISDICTION & VENUE**

5 4. The Superior Court of the State of California has jurisdiction over Plaintiff's  
6 claims for civil penalties under PAGA.

7 5. Venue is proper in this judicial district and the County of Los Angeles, California,  
8 because Plaintiff and the Aggrieved Employees performed work for Defendants in the County  
9 of Los Angeles, Defendants maintain offices and facilities and transact business in the County  
10 of Los Angeles, and Defendants' illegal policies and practices that are the subject of this action  
11 were applied, at least in part, to Plaintiff and the other aggrieved employees in the County of Los  
12 Angeles.

#### 13 **THE PARTIES**

14 6. At all times relevant, Plaintiff is and was a resident of State of California. Plaintiff  
15 performed work for Defendants in California during the statutory period.

16 7. Plaintiff and all Aggrieved Employees qualify as "aggrieved employees" within  
17 the meaning of Labor Code §2699, *et seq.*

18 8. On information and belief, Yeezy Apparel LLC is now, and at all times mentioned  
19 in this complaint, was, a California limited liability company operating within the State of  
20 California.

21 9. On information and belief, Defendant Kanye West is and was at all times relevant  
22 an individual residing in the State of California and served as the owner, director, officer, or  
23 managing agent of Yeezy Apparel. Plaintiff alleges that West is personally liable under Labor  
24 Code § 558.1 because he violated or caused to be violated the Labor Code provisions alleged  
25 herein.

26 10. The true names and capacities, whether individual, corporate, associate, or  
27 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to  
28 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure

§474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants are legally attributable to the other Defendants. Plaintiff further alleges that West acted as an alter-ego of Yeezy and at all times mentioned herein, a unity of interest existed between West and Yeezy such that any separateness between them ceased to exist.

12. The Defendants named herein as DOE 1 through DOE 50 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code and public policy as alleged herein.

13. Furthermore, Defendants acted in all respects as the employers or joint employers of Aggrieved Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Aggrieved Employees, or suffered or permitted the Aggrieved Employees to work, or engaged, thereby creating a common law employment relationship, with the Aggrieved Employees. Moreover, Defendants had the power to prevent, but failed to prevent, the violations articulated herein from occurring, despite their knowledge of the same. Therefore, Defendants, and each of them, employed or jointly employed the Aggrieved Employees.

#### **FACTUAL ALLEGATIONS**

14. Defendants hired Plaintiff as an “Assistant Designer” or “Assistant to Pattern Makers” and offered to compensate her at an hourly rate. Defendants classified her as an independent contractor from at least November 2019 to March 2020.

15. Defendants failed to compensate Plaintiff and the Aggrieved Employees for off-the-clock work on the jobsite, for compulsory travel to and from out-of-town locations (including travel to Cody, Wyoming and Paris, France), for compulsory travel to and from the out-of-town

1 jobsites, and for other off-the-clock work, which Plaintiff and the aggrieved employees  
2 performed with Defendants' knowledge and/or consent. This resulted in Defendant failing to  
3 compensate all overtime hours worked when Plaintiff and Aggrieved Employees worked over  
4 eight hours in one day or forty hours in one week. Defendants also failed to compensate other  
5 Aggrieved Employees who were misclassified as exempt from overtime pay.

6 16. Defendants failed to compensate Plaintiff and the aggrieved employees for time  
7 spent off-the-clock by virtue of their misclassification as independent contractors,  
8 misclassification as exempt, and/or Defendants' failure to pay all compensable time.

9 17. Defendants failed to maintain a policy that provides employees with off-duty meal  
10 periods as required by California law. Rather, Defendants generally required all of their  
11 employees to take meal breaks together and at the same time, regardless of how long each  
12 individual employee had worked prior to the break. As a result, Plaintiff and the aggrieved  
13 employees regularly worked in excess of five (5) and/or ten (10) hours a day without being  
14 provided at least half-hour meal periods in which they were relieved of all duties and free to  
15 leave the work site or facility during the meal period.

16 18. Defendants failed to maintain a policy that provides their employees with off-  
17 duty rest periods as required by California law.

18 19. Labor Code § 226.8 makes it unlawful for any person or employer to willfully  
19 misclassify an individual as an independent contractor. Defendants willfully misclassified  
20 Plaintiff and other Aggrieved Employees as independent contractors when they are actually  
21 employees.

22 20. By virtue of misclassifying their employees as independent contractors and/or  
23 exempt from overtime, Defendants failed to provide Plaintiff and the aggrieved employees with  
24 written notice containing information of the name of the employer, including any "doing business  
25 as" names used by the employer, the physical address and telephone number of the employer's  
26 main office, the name, address, and telephone number of the employer's workers' compensation  
27 insurance carrier, and the rate of pay.

28 21. Defendants also failed to pay Plaintiff and the Aggrieved Employees for all hours

1 worked and at regularly scheduled periods and no later than the payday for the next regular  
2 payroll period.

3 22. Defendants have failed to comply with the applicable Industrial Welfare  
4 Commission (“IWC”) Wage Order and Labor Code § 226(a) by failing to furnish Plaintiff and the  
5 Aggrieved Employees an accurate itemized statement in writing showing gross wages earned, the  
6 hours worked, or the rates of pay.

7 23. Additionally, Defendants did not reimburse Plaintiff for cell phone usage, internet  
8 usage, and personal telephones, and expenses associated with compulsory travel – all of which  
9 are required for Plaintiff and Aggrieved Employees to perform their job duties.

10 24. Defendants failed to keep payroll records showing total hours worked and wages  
11 paid to employees.

12 25. Finally, Defendant willfully failed to pay wages and compensation to Plaintiff and  
13 all Aggrieved Employees when they quit Defendant’s employ or were discharged. This failure  
14 was willful, without legal justification, and interfered with the rights of Plaintiff and the  
15 Aggrieved Employees.

16 26. As a result of the acts alleged herein, Defendant violated Labor Code § 2699, et  
17 seq.

18 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 27. On February 24, 2021, Plaintiff filed a claim notice online with the California  
20 LWDA, LWDA Case No. LWDA-CM-822734-21, and mailed the same via certified mail to  
21 Defendants Yeezy and West. The LWDA did not provide notice of its intention to investigate  
22 Defendants’ alleged violations within sixty-five (65) calendar dates of the February 24, 2021  
23 online claim notice submitted by Plaintiff. As such, Plaintiff has exhausted her administrative  
24 requirements for bringing a claim under PAGA.

25 28. Plaintiff is informed and believes and thereon alleges that Defendants have a  
26 pattern and practice of misclassifying its employees either as independent contractors or as  
27 exempt to deprive them of benefits under the Labor Code.

28 29. Plaintiff is informed and believes and thereon alleges that Defendants violated

PAGA in the following ways: (1) permitting, encouraging, and/or requiring Aggrieved Employees to work in excess of eight hours per day and/or in excess of forty hours per week without paying them overtime compensation in violation of Labor Code §§510, 558, 1194 and 1198; (2) failing to pay Aggrieved Employees a minimum wage for all hours worked in violation of Labor Code §1194 and 1197; (3) failing to provide Aggrieved Employees with adequate off-duty meal periods of at least one-half hour for every five hours worked in violation of Labor Code §§226.7, 512, and 558; (4) failing to provide Aggrieved Employees with adequate off-duty rest periods of at least ten minutes for every four hours or major fraction thereof in violation of Labor Code §§226.7, 512 and 558; (5) willfully misclassifying Aggrieved Employees as independent contractors in violation of Labor Code § 226.8; (6) failing to provide information at the start of employment regarding the employer entity, workers' compensation carrier, and rate of pay in violation of Labor Code § 2810.5; (7) failing to properly compensate Aggrieved Employees for all wages twice each calendar month on days designated in advance by the employer as the regular paydays in violation of Labor Code §204(a); (8) knowingly and intentionally failing to furnish timely itemized wage statements accurately showing the gross wages earned, the hours worked, or the rates of pay to Aggrieved Employees in violation of Labor Code §§226(a); (9) failing to pay all wages earned no later than the payday for the next regular payroll period, in violation of Labor Code § 204; (10) requiring Aggrieved Employees to incur business-related expenses but failing to fully reimburse them for these costs in violation of Labor Code §2802; (11) failing to keep payroll records showing total hours worked and wages paid to employees in violation of Labor Code § 1174.5; and (12) willfully failing to pay compensation in a prompt and timely manner to Aggrieved Employees upon termination or resignation in violation of Labor Code §§201–203.

### **FIRST CAUSE OF ACTION**

#### **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)**

##### **[Cal. Labor Code § 2698 *et seq.*]**

30. Plaintiff realleges and incorporates by reference all previous paragraphs.

31. Plaintiff is an “aggrieved employee” under PAGA as she was employed by Yeezy

1 during the applicable statutory period and suffered one or more of the Labor Code violations set  
2 forth herein. Accordingly, she seeks to recover on behalf of herself and all other current and  
3 former aggrieved employees of Yeezy, the civil penalties provided by PAGA, plus reasonable  
4 attorney's fees and costs.

5 32. Plaintiff seeks to recover PAGA civil penalties through a representative action.  
6 Therefore, class certification of the PAGA claims is not required.

7 33. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following  
8 Labor Code provisions:

- 9 a. failure to pay overtime wages in violation of Labor Code §§510, 558, 1194  
10 and 1198;
- 11 b. failure to pay minimum wages in violation of Labor Code §1194 and 1197;
- 12 c. failure to provide off-duty meal periods in violation of Labor Code §§226.7,  
13 512, and 558;
- 14 d. failure to provide off-duty rest periods in violation of Labor Code §§226.7,  
15 512 and 558;
- 16 e. failure to properly classify workers as employees instead of independent  
17 contractors in violation of Labor Code § 226.8
- 18 f. failure to provide information at the start of employment regarding the  
19 employer entity, workers' compensation carrier, and rate of pay in violation  
20 of Labor Code § 2810.5
- 21 g. failure to properly compensate employees for all wages twice each calendar  
22 month on days designated in advance by the employer as the regular paydays  
23 in violation of Labor Code §204(a);
- 24 h. failure to provide itemized wage statements in violation of Labor Code  
25 §§226(a), 1174 and 1174.5;
- 26 i. failure to pay all wages earned no later than the payday for the next regular  
27 payroll period, in violation of Labor Code § 204
- 28 j. failure to reimburse necessary expenditures incurred in direct consequence of

1 the discharge of employment duties in violation of Labor Code §2802;

2 k. failure to keep payroll records showing total hours worked and wages paid to  
3 employees in violation of Labor Code § 1174.5

4 l. failure to pay compensation in a prompt and timely manner upon termination  
5 of employment in violation of Labor Code §§201–203.

6 34. On February 24, 2021, Plaintiff filed a claim notice online with the California  
7 LWDA, as prescribed by Labor Code § 2698 *et seq.* On February 24, 2021, Plaintiff mailed a  
8 claim notice to Defendants Yeezy and West via certified mail return receipt verifying that it  
9 received Plaintiff's letter. Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by  
10 Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the  
11 postmark date of the notice. Therefore, Plaintiff is entitled to commence a civil action as though  
12 the LWDA has chosen not to investigate.

13 35. Plaintiff was compelled to retain the services of counsel to file this court action  
14 to protect the interests and the interests of other similarly aggrieved employees, and to assess and  
15 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and  
16 costs, which he is entitled to receive under California Labor Code § 2699 *et seq.*

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff individually and on behalf of the aggrieved employees, prays  
19 for judgment against Defendants as follows:

- 20 a. An award of civil penalties pursuant to PAGA;  
21 b. An award of reasonable attorneys' fees and costs pursuant to Labor Code  
22 §2699(g) and/or other applicable law;  
23 c. An award of prejudgment and post judgment interest; and  
24 d. Such other and further relief as this Court may deem proper and just.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.  
27  
28

1 DATED: May 6, 2021

**KIM LEGAL, APC**  
**HELEN KIM LAW, APC**

2  
3 By: /s/ Frank H. Kim  
4 Frank H. Kim, Esq.  
5 Helen U. Kim, Esq.  
6 *ATTORNEYS FOR PLAINTIFF*  
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