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

BRANDON BROWN,

Plaintiff,

vs.

ARTIUM ENTERTAINMENT, LLC;
 ERNEST DION WILSON; and DOES 1 to
 25, inclusive,

Defendants.

CASE NO.: **22STCV07393**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO GIVE REST BREAKS;**
- 10) FAILURE TO GIVE MEAL BREAKS**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 12) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 13) FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 14) FAILURE TO PROVIDE PAY RECORDS;**
- 15) NEGLIGENT MISREPRESENTATION;**
- 16) PROMISSORY ESTOPPEL;**
- 17) BREACH OF CONTRACT;**
- 18) VIOLATION OF CALIFORNIA**

) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**
) **DEMAND FOR JURY TRIAL**
)
)
)

COMES NOW Plaintiff, BRANDON BROWN (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants ARTIUM ENTERTAINMENT, LLC, ERNEST DION WILSON and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant ARTIUM ENTERTAINMENT, LLC is and was a California limited liability company, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant ERNEST DION WILSON is a male resident of the County of Los Angeles, State of California, and the owner, corporate officer, or managing agent/director of ARTIUM ENTERTAINMENT, LLC. Plaintiff is informed and believes and thereon alleges that ERNEST DION WILSON managed, was directly involved in the day-to-day operations of ARTIUM ENTERTAINMENT, LLC and personally controlled the hours, wages, and/or working conditions of the employees, including Plaintiff and other similarly situated aggrieved employees. As such, ERNEST DION WILSON is being included in this lawsuit pursuant to Labor Code Section 558.1. ARTIUM ENTERTAINMENT, LLC and ERNEST DION WILSON are hereinafter collectively referred to as "Defendants", "or "ARTIUM".

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
4 for the conduct alleged herein. Upon discovering the true names and capacities of these
5 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
6 capacities of these fictitiously named defendants.

7 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
8 that information and belief, alleges that at all times herein mentioned, each of the remaining
9 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
10 under the authority of their agency, employment, or representative capacity, with the consent of
11 his/her codefendants.

12 **GENERAL ALLEGATIONS**

13 7. Plaintiff started working for ARTIUM as a Music Assistant (and assisting in recording
14 music) on or around February 15, 2021.

15 8. During his tenure, Plaintiff was classified as a salaried, exempt employee. Plaintiff's
16 employment with ARTIUM ended on or around May 30, 2021.

17 9. It is Plaintiff's position that Plaintiff was an hourly, non-exempt employee but seemed to
18 be misclassified as a salaried, exempt employee. Under California law, in order for Plaintiff to
19 be an exempt employee, he would have to fit in one of the following categories: Executive,
20 Professional, or Administrative. Plaintiff was not exempt under the Administrative exemption
21 because his primary duties were not office work directly related to management policies or
22 general business operations. Plaintiff cannot be categorized under the Professional exemption
23 either as his work did not fit into one of the enumerated professions and is not considered a
24 "learned or artistic profession". As far as the Executive exemption is concerned, Plaintiff would
25 not direct 2 or more other employees and he was not "primarily engaged in" (more than 50%)
26 duties which met the test of exemption. Furthermore, Plaintiff did not have the authority to hire
27 and fire employees. Finally, Plaintiff could not have been classified as a salaried, exempt
28 employee because he most certainly did not regularly exercise discretion and independent
judgment in effectuating his job duties.

1 10. It is Plaintiff's position that ARTIUM has violated numerous California Labor
2 Code Sections against Plaintiff and other similarly situated aggrieved employees.

3 11. ARTIUM did not provide Plaintiff and other similarly situated aggrieved employees with
4 the minimum wages to which they were entitled for all work performed and did not compensate
5 him and others for all hours worked pursuant to California Labor Code sections 1194, 1197 and
6 1197.1. This is so because ARTIUM did not have a formal timekeeping system to keep track of
7 hours. As such, they would routinely round down hours to the detriment of the employees, which
8 would translate into employees not getting paid for all hours worked in contravention of
9 California's minimum wage laws. In addition, since Plaintiff was misclassified as a salaried,
10 exempt employee, he was not necessarily paid hourly.

11 12. In addition, and based on the above, ARTIUM violated Labor Code §510 because it failed
12 to pay Plaintiff and other similarly situated aggrieved employees overtime, even though they
13 worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their
14 employment. Since Plaintiff and others were misclassified as salaried, exempt employees, they
15 were not paid any overtime whatsoever no matter how many hours they worked. Overtime
16 compensation was not part of the company culture.

17 13. ARTIUM violated Labor Code §§ 512 and 226.7 and the applicable Industrial Welfare
18 Commission Wage Order because it failed to provide Plaintiff and other similarly situated
19 aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours
20 of work throughout their employment, and Plaintiff did not validly waive said meal periods.
21 ARTIUM did not completely relieve Plaintiffs of all duties during said meal periods. ARTIUM
22 did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for
23 each workday that one or more statutory meal periods was not provided. Since Plaintiff and
24 others were misclassified as salaried, exempt employees, Plaintiff and others did not receive
25 timely, uninterrupted meal periods before the 5th hour worked. It was not company policy and
26 not part of the culture for employees such as Plaintiff and others to take timely, uninterrupted
27 meal breaks. As such, the culture at ARTIUM did not lend itself to the employees receiving
28 timely statutory breaks wherein they were relieved of all work duties.

14. ARTIUM violated Labor Code § 226.7 and the applicable Industrial Welfare

1 Commission Wage Order because it failed to provide Plaintiff and other similarly situated
2 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
3 thereof, throughout their employment. ARTIUM did not completely relieve Plaintiff of all duty
4 during said rest periods. ARTIUM did not pay to Plaintiff one additional hour of pay at
5 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
6 was not provided. Like meal breaks, rest breaks were not part of the company policy and were
7 not enforced, especially since Plaintiff and others were misclassified as exempt, salaried
8 employees. It was not part of the culture for employees to take timely, uninterrupted rest breaks
9 wherein they were relieved of all work duties.

10 15. Furthermore, during the relevant time period, and based on the violations above,
11 ARTIUM failed to pay Plaintiff and other similarly situated aggrieved employees all wages due
12 to them within any time period specified by California Labor Code section 204. ARTIUM was
13 also in violation of California Labor Code section 226(a) by failing to include pertinent
14 information on the wage statements, including but not limited to, all hours worked, all applicable
15 hourly rates, overtime hours worked, gross wages earned, all deductions, net wages earned, the
16 correct start and end of the pay period, all required employee identifying information, the correct
17 name and address of the legal employer, among others. As such, ARTIUM did not provide
18 Plaintiffs and other similarly situated aggrieved employees with complete, accurate itemized
19 wage statements.

20 16. ARTIUM violated Labor Code § 203 because it willfully failed to pay Plaintiff and other
21 similarly situated aggrieved employees earned and due wages upon separation of employment,
22 either immediately upon involuntary termination, or within 72 hours of resignation. After
23 Plaintiff stopped working at ARTIUM and after Plaintiff's employment with ARTIUM ended,
24 ARTIUM failed and refused to pay all wages earned and due immediately upon separation.
25 These earned but unpaid wages include the unpaid minimum wages, overtime, and premium
26 payments for missed, late, or short meal/rest breaks, among others.

27 17. During the relevant time period, ARTIUM also failed to keep accurate and complete
28 payroll records showing the correct wages paid to Plaintiff and other aggrieved employees
pursuant to California Labor Code sections 1174(d).

1 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
2 necessary, business-related expenses and costs that were not reimbursed by ARTIUM. These
3 costs include, but are not limited to, use of personal cell phones for business-related purposes.
4 Accordingly, ARTIUM was in violation of California Labor Code sections 2800 and 2802.

5 19. Moreover, Plaintiff quit his job during the pandemic to work for ARTIUM based on false
6 promises and misrepresentations made by the company about things such as the scope of
7 Plaintiff's work, compensation, and career advancement. Plaintiff left a higher paying job to
8 work for ARTIUM based on these representations, which ended up being false. Plaintiff was
9 essentially terminated and not given any more work as of May 30, 2021. Moreover, ARTIUM
10 failed to provide Plaintiff with a publishing deal per their agreement.

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

13 **(California Industrial Welfare Commission Order 4-2001, California Code of**
14 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

18 21. At all times relevant herein, Defendants were required to compensate their employees
19 for all hours worked upon reporting for work at the appointed time stated by the employer
20 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
21 Title 8, Section 11040.

22 22. For the three (3) years preceding filing of this action, Defendants failed to compensate
23 Plaintiff for all hours worked.

24 23. Under the aforementioned wage order and regulations, Plaintiff is to recover
25 compensation for all hours worked but not paid by Defendants for the three (3) years
26 preceding the filing of this Complaint.

27 24. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
28 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
this Court.

1 25. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
2 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
3 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
4 reasonable attorney's fees and costs of suit.

5 26. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
6 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
7 amount known to Plaintiff once he has obtained all of his payroll records from
8 Defendants.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

11 **(California Labor Code Sections 1194, 1194.2, 1197)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 27. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 26, inclusive, of this Complaint as though fully set forth herein.

15 28. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
16 to suffer or permit a California employee to work without paying wages at the minimum wage
17 rate for all hours worked as required by the applicable Industrial Welfare Commission
18 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of
19 Regulations, Title 8, Section 11040, subdivision 4.

20 29. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K), at all relevant
21 times, "hours worked" included "the time during which an employee is subject to the control of
22 an employer, and includes all the time the employee is suffered or permitted to work, whether
23 or not required to do so..."

24 30. During his employment, Plaintiff was regularly required as a matter of uniform
25 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
26 was paid less than the minimum wage rate by Defendants for hours worked in violation of
27 California Labor Code Section 1197 and the applicable California Industrial Wage
28 Commission wage order(s).

31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or

1 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
2 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
3 to believe that their acts or omissions were not contrary to California law.

4 32. For all hours worked by Plaintiff for which she was paid less than the minimum wage
5 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
6 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
7 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
8 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

9 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PAY OVERTIME**

14 **(California Industrial Welfare Commission Order 4-2001, California Code of**
15 **Regulations Title 8 Section 11040; California Labor Code Section 510)**
16 **(Plaintiff against all named defendants and all DOE defendants)**

17 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

19 35. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of
20 Regs., Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were
21 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
22 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
23 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
24 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
25 week.

26 36. Plaintiff was a non-exempt employee entitled to the protections of the California
27 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,
28 Title 8, Section 11040.

37. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a

1 single workday or forty (40) hours in a single workweek on numerous occasions.

2 38. Plaintiff was entitled to the above overtime premiums.

3 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
4 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
5 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
6 twelve (12) in a day.

7 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
8 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

9 41. Plaintiff worked at least one pay period in which she was not properly paid overtime
10 within the three (3) years prior to the initiation of this lawsuit.

11 42. Defendants know or should know the actual dates of overtime worked, the amount of
12 overtime worked, and the amount of unpaid overtime due.

13 43. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
14 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
15 Court.

16 44. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
17 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
18 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
19 reasonable attorney's fees and costs of suit.

20 45. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial.

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

25 **(California Labor Code Section 226)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 46. Plaintiff re-alleges and incorporates by reference each and every allegation in
28 paragraphs 1 through 45, inclusive, of this Complaint as though fully set forth herein.

47. Pursuant to California Labor Code Section 226, every employer must furnish each

1 employee an itemized statement of wages and deductions at the time of payment of wages.

2 48. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
3 accurately reflected all information required by Labor Code Section 226, including but not
4 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
5 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
6 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
7 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
8 California Labor Code Section 226(a).

9 49. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
10 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
11 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
12 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
13 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
14 the 3-year period immediately preceding the date this lawsuit was filed.

15 50. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
16 sustained damages, including loss of earnings, in an amount to be established at trial. As a
17 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
18 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
19 and attorney's fees pursuant to statute.

20 51. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

25 **(California Labor Code Sections 201, 203)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 52. Plaintiff re-alleges and incorporates by reference each and every allegation in
28 paragraphs 1 through 51, inclusive, of this Complaint as though fully set forth herein.

53. Pursuant to California Labor Code Section 201(a), an employer who discharges an

1 employee must immediately pay for all compensation due and owing.

2 54. Pursuant to California Labor Code Section 202, when an employee resigns, the
3 employer must pay all compensation due and owing within 72 hours of resignation, or on the
4 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

5 55. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
6 without abatement or reduction, any wages of an employee whose employment ends, the wages
7 of the employee shall continue as a penalty from the due date at the same rate until paid or until
8 an action is commenced; however, the wages shall not continue for more than 30 days for
9 failure to pay an employee owed wages.

10 56. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
11 from his employment, Defendants willfully refused and continue to refuse to pay his unpaid
12 wages as required by Labor Code Section 203.

13 57. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
16 preceding the filing of this lawsuit.

17 58. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
18 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
19 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

20 59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

25 **(California Labor Code Section 204)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 60. Plaintiff re-alleges and incorporates by reference each and every allegation in
28 paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.

61. California Labor Code Section 204 establishes the fundamental right of all employees

1 in the State of California to be paid wages in a timely fashion for their work.

2 62. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
3 full amount of all owed wages when due as required by California Labor Code Section 204.

4 63. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
5 informed, believes, and thereon alleges, that all times relevant during the liability period,
6 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
7 including overtime hours, the minimum wage, and premium pay for missed meal and rest
8 breaks.

9 64. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
10 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
11 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
12 from Defendants' records or indirectly based on information from Defendants' records.

13 65. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
14 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
15 trial.

16 **SEVENTH CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE SECTION 558**

18 **(California Labor Code Section 558)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 66. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 65, inclusive, of this Complaint as though fully set forth herein.

22 67. California Labor Code Section 558 states that any person acting on behalf of an
23 employer who violates, or causes to be violated, a section of this chapter or any provision
24 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
25 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to an amount
27 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
28 hundred dollars (\$100) for each underpaid employee for each pay period for which the
employee was underpaid in addition to an amount sufficient to recover underpaid wages.

1 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
2 filed.

3 68. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
4 Defendants are subject to civil penalties under the following laws:

- 5 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular wages,
6 including minimum wages, and overtime wages for overtime hours worked.
7 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As
8 such, Defendants violated Section 558 under which penalties are due. Plaintiff
9 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
10 subsequent violation for each pay period for which Plaintiff was underpaid in addition
11 to an amount sufficient to recover underpaid wages.
- 12 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
13 relief associated with Plaintiff's prosecution of this cause of action under California
14 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
15 paying Plaintiff for his overtime hours worked and for all hours worked (including
16 the minimum wage).
- 17 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
18 fees for relief associated with Plaintiff's prosecution of this cause of action under
19 California Labor Code Sections 200, et seq.

20 69. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
21 the statutes, regulations, and wage orders alleged in this cause of action along with any
22 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

23 70. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
24 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

25 **EIGHTH CAUSE OF ACTION**

26 **FAILURE TO MAINTAIN ACCURATE RECORDS**

27 **(California Labor Code Section 1174(d))**

28 **(Plaintiff against all named defendants and all DOE defendants)**

71. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 70, inclusive, of this Complaint as though fully set forth herein.

2 72. Labor Code section 1174(d) requires that employers, including Defendants, maintain
3 accurate records showing the hours worked daily by its employees and to whom wages were
4 paid.

5 73. Additionally, the “Records” section of the applicable IWC Wage Order obligates the
6 employer, including Defendants, to keep accurate information with respect to each one of their
7 employees including, but not limited to, the total wages paid each payroll period, and time
8 records showing when the employee begins and ends each work period, meal periods, split
9 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
10 the applicable rates of pay.

11 74. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
12 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
13 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
14 records of Plaintiff’s total daily hours, the total hours worked in the payroll period, the
15 applicable rates of pay, and total wages earned for the payroll period.

16 75. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
17 continues to suffer substantial losses related to Defendants' failure to record and maintain
18 records of meal and rest periods as well as time records.

19 76. Plaintiff seeks all available remedies for Defendants’ violations including, but not
20 limited penalties, and costs to the extent permitted by law and according to proof at trial.

21 **NINTH CAUSE OF ACTION**

22 **FAILURE TO GIVE REST BREAKS**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 77. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 76, inclusive, of this Complaint as though fully set forth herein.

26 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 27 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides
28 that every employer shall authorize and permit all employees to take rest periods,
which insofar as practicable shall be in the middle of each work period. The

1 authorized rest period time shall be based on the total hours worked daily at the rate
2 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

3 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
4 that if an employer fails to provide an employee a rest period in accordance with the
5 applicable provisions of this order, the employer shall pay the employee one (1) hour
6 of pay at employee's regular rate of compensation for each workday that the rest
7 period is not provided;

8 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes
9 the employer \$50.00 for each initial violation, per employee, of any provision of the
10 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

11 d. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any rest period mandated by an applicable order of the
13 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
14 a rest period in accordance with an applicable order of the Industrial Welfare
15 Commission, the employer shall pay the employee one (1) additional hour of pay at
16 employee's regular rate of compensation for each work day that the rest period is not
17 provided.

18 79. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
19 break after every four (4) hours of work or major fraction thereof, as required by California law.

20 80. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
21 regulations, and wage orders alleged in this cause of action along with any allowable interest,
22 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
23 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

24 81. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
25 fees as well as interest under Labor Code section 218.6.

26 82. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
28 trial.

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1 f. California Labor Code section 1171 and 1173, which have given the California Labor
2 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4) as
3 enforceable law.

4 85. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
5 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
6 to take a second relieved meal break after ten (10) hours of work, as required by California law.
7 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
8 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
9 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that
10 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
11 California Labor Code section 226.7 provides that employers may not require their employees
12 to work through their meal periods. California Labor Code section 226.7 and California Code of
13 Regulations section 11040 requires that if the employer fails to provide the employee with an
14 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
15 work day that the meal period is not given.

16 86. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
17 regulations, and wage orders alleged in this cause of action along with any allowable interest,
18 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
19 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

20 87. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
21 fees as well as interest under Labor Code section 218.6.

22 88. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 **ELEVENTH CAUSE OF ACTION**

26 **PRIVATE ATTORNEYS GENERAL ACT**

27 **Individual and Representative Claim for PAGA penalties under California Labor Code**
28 **sections 201, 202, 203, 204 and/or 204b, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,**
1174.5, 1194, 1197, 1198, 2802)

(Against all Defendants and all DOE Defendants)

89. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 88, inclusive, of this Complaint as though fully set forth herein.

90. Pursuant to law, Plaintiff provided the required written notice to the LWDA and Defendants of the specific violations of the California Labor Code that Defendants and DOE defendants have violated and continue to violate.

91. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

92. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

93. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or formal employees pursuant to the procedures specified in California Labor Code section 2699.3.

94. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former employees, including all hourly, non-exempt employees who worked for ARTIUM in the State of California during the PAGA period.

95. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations of numerous provisions of the California Labor Code as alleged in this Complaint.

96. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the

1 Labor Code.

2 97. California Labor Code section 2699 et seq. imposes penalties upon culpable
3 Defendants for violating the Labor Code.

4 98. California Labor Code section 558 establishes a civil penalty as follows: Any
5 employer or other person action on behalf of an employer who violates, or causes to be
6 violated, a section of this chapter or any provision regulating hours and days of work in any
7 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
8 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
9 dollars (\$50) for each underpaid employee for each pay period for which the employee was
10 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
11 employee for each pay period for which the employee was underpaid ...;

12 99. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted
13 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is
14 not seeking individual/victim specific relief or underpaid wages under this particular cause of
15 action.

16 100. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted
17 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
18 the following:

19 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
20 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802 via
21 2698 and 2699, and any other Labor Codes and Industrial Welfare Commission
22 Wage Orders (Order no. 4) violated based on the facts alleged in this Complaint.

23 101. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s
24 fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
25 employees as alleged herein in an amount to be shown according to proof at trial and within the
26 jurisdictional limits of this Court.

27 **TWELFTH CAUSE OF ACTION**

28 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

(Plaintiff against all Defendants and DOE Defendants, and each of them)

1 102. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

3 103. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
4 employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties.”

6 104. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
7 his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
8 of completing his job duties, which were not reimbursed by Defendants. These expenses
9 include, but are not limited to, the use of personal cell phones for work purposes.

10 105. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
11 and attorney’s fees and costs, under Labor Code section 2802.

12 **THIRTEENTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE PERSONNEL RECORDS**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 106. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 105, inclusive, of this Complaint as though fully set forth herein.

17 107. Labor Code section 1198.5 dictates “every current and former employee, or his or her
18 representative, has the right to inspect and receive a copy of the personnel records that the
19 employer maintains relating to the employee’s performance or to any grievance concerning the
20 employee.”

21 108. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the employer
22 shall make the contents of those personnel records available for inspection to the current or
23 former employee, or his or her representative, at reasonable intervals and at reasonable
24 times...” On information and belief, Defendants intentionally failed to provide Plaintiff with
25 personnel records when requested by Plaintiff via letter on November 8, 2021, as required by
26 law. Plaintiff requested his personnel records in accordance with California Labor Code
27 section 1198.5(k) on November 8, 2021, via U.S. certified mail, return receipt requested.

28 109. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has

1 suffered and continues to suffer substantial losses related to Defendants' failure to provide
2 personnel records.

3 110. Plaintiff seeks all available remedies for Defendants' violations including, but not
4 limited penalties, and costs to the extent permitted by law and according to proof at trial.
5 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
6 in the amount of \$750.00, along with costs and attorney's fees.

7 **FOURTEENTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE PAY RECORDS**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10 111. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 110, inclusive, of this Complaint as though fully set forth herein.

12 112. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current
13 and former employees the right to inspect or copy records pertaining to their employment,
14 upon reasonable request to the employer..."

15 113. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
16 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
17 pertaining to a current or former employee shall comply with the request as soon as
18 practicable, but no later than 21 calendar days from the date of the request." On information
19 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
20 by Plaintiff via certified letter, return receipt requested, on November 8, 2021, and as required
21 by law. Plaintiff requested his pay records in accordance with California Labor Code section
22 226 on November 8, 2021, via certified mail. Defendant failed to provide Plaintiff with an
23 opportunity to inspect or copy his pay records within 21 days.

24 114. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
25 continues to suffer substantial losses related to Defendants' failure to provide pay records.
26 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants
27 in the amount of \$750.00, along with costs and attorney's fees.

28 115. Plaintiff seeks all available remedies for Defendants' violations including, but not
limited penalties, and costs to the extent permitted by law and according to proof at trial.

1 **FIFTEENTH CAUSE OF ACTION**

2 **NEGLIGENT MISREPRESENTATION**

3 **(Plaintiff against all named defendants and all DOE defendants)**

4 116. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 115, inclusive, of this Complaint as though fully set forth herein.

6 117. ARTIUM made representations to Plaintiff regarding the scope of Plaintiff's work,
7 compensation, and career advancement. These representations were not true.

8 118. ARTIUM had no reasonable grounds to believe that these misrepresentations were true.

9 119. ARTIUM intended to induce Plaintiff to rely on its misrepresentations. ARTIUM knew
10 that because of its representations regarding compensation and career advancement, Plaintiff
11 would accept its offer of employment.

12 120. Plaintiff reasonably relied on ARTIUM'S misrepresentations.

13 121. Plaintiff has been substantially harmed by ARTIUM's misrepresentations. Plaintiff left
14 a higher paying job to work for ARTIUM during the pandemic. Plaintiff was essentially
15 terminated and not given any more work as of May 30, 2021.

16 122. WHEREFORE, Plaintiff prays for relief as set forth below.

17 **SIXTEENTH CAUSE OF ACTION**

18 **PROMISSORY ESTOPPEL**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 123. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 122, inclusive, of this Complaint as though fully set forth herein.

22 124. ARTIUM made clear and unambiguous promises to Plaintiff regarding the scope of
23 Plaintiff's work, compensation, and career advancement.

24 125. Plaintiff reasonably and justifiably relied on said promises and put his trust in
25 ARTIUM that it would fulfill its promises. As such, Plaintiff left a higher paying job to work
26 for ARTIUM based on these representations.

27 126. ARTIUM did not perform its promises regarding the scope of Plaintiff's work,
28 compensation, and career advancement. Instead, ARTIUM essentially terminated Plaintiff's
employment and not give Plaintiff any more work as of May 30, 2021.

1 127. Plaintiff's reliance on ARTIUM's promises was a substantial factor in causing
2 Plaintiff harm as alleged herein.

3 128. WHEREFORE, Plaintiff prays for relief as set forth below.

4 **SEVENTEENTH CAUSE OF ACTION**

5 **BREACH OF CONTRACT**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 129. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 128, inclusive, of this Complaint as though fully set forth herein.

9 130. By their actions, in or around February of 2021, Plaintiff and Defendant entered into
10 an agreement whereby Plaintiff would provide services to ARTIUM as a Music Assistant.

11 131. Plaintiff did all of the things required of him under the agreement, or was excused
12 from performing any things he did not perform thereunder.

13 132. ARTIUM did not provide Plaintiff with a publishing deal per their agreement.

14 133. ARTIUM essentially terminated Plaintiff's employment and did not give Plaintiff any
15 more work as of May 30, 2021.

16 134. By its acts and omissions, ARTIUM has breached its contract with Plaintiff.

17 135. As a direct and proximate result of ARTIUM's breach, Plaintiff suffered damages.

18 136. ARTIUM's breach of contract was a substantial factor in causing Plaintiff's damages.

19 137. WHEREFORE, Plaintiff prays for relief as set forth below.

20 **EIGHTEENTH CAUSE OF ACTION**

21 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

22 **(California Business and Professions Code Section 17200)**

23 **(Plaintiff against All Defendants and all DOE defendants)**

24 138. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 137, inclusive, of this Complaint as though fully set forth herein.

26 139. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
27 constitutes unfair and unlawful business practices under California Business and Professions
28 Code Section 17200, et seq.

140. Defendants' violations of California labor laws and the Labor Code, as alleged above

1 constitutes a business practice because it was done repeatedly over a significant period of time
2 in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
3 employees. Furthermore, Defendants engaged in “fraudulent” business practices because
4 members of the public are likely to be deceived as a result of the conduct alleged herein.

5 141. For the four years preceding the filing of this action, Plaintiff has suffered damages
6 and request damages and/or restitution of all monies and profits to be disgorged from Defendants
7 in an amount according to proof at time of trial, but in excess of the jurisdiction of
8 this Court.

9 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
10 follows:

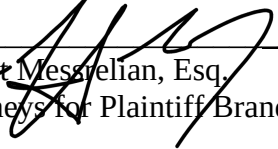
- 11 1. For general and compensatory damages including lost past wages, regular wages,
12 overtime, and all other sums of money, together with interest on said amounts, and any
13 other economic injury to Plaintiff, according to proof;
- 14 2. For special and consequential damages to the extent allowed by law;
- 15 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
16 at trial;
- 17 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
18 subject to proof at trial;
- 19 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
20 proof at trial;
- 21 6. For restitution and disgorgement for all unfair business practices by Defendants
22 against Plaintiff in an amount subject to proof at trial;
- 23 7. For an order enjoining Defendants from further unfair and unlawful business
24 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 25 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 27 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
28 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage

Order against Defendants as described more particularly in the Complaint and representative PAGA claim;

11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the California Labor Code and/or other applicable laws;
16. For such other and further relief as this Court may deem proper.

DATED: February 28, 2022

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Brandon Brown

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: February 28, 2022

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Brandon Brown