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5 Attorneys for Plaintiff,  
6 EMILIO GARCIA

7                                   **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8  
9                                   **FOR THE COUNTY OF LOS ANGELES**

10 EMILIO GARCIA, as an Individual,

11                                   Plaintiff;

12                                   v.

13 ROC NATION LLC., a Delaware business  
14 organization; HOT GIRL TOURING, LLC, a  
15 Delaware Business Organization.; MEGAN  
16 THEE STALLION ENTERTAINMENT, INC.,  
17 a Delaware Business Organization; MEGAN  
18 THEE STALLION, an individual, and DOES 1  
through 10, inclusive,

                                  Defendants.

Case No.:

**COMPLAINT FOR DAMAGES**

- 1) HOSTILE WORK ENVIRONMENT HARASSMENT;
- 2) FAILURE TO PREVENT AND REMEDY;
- 3) VIOLATION OF LABOR CODE § 226.8  
(MISCLASSIFICATION);
- 4) VIOLATION OF LABOR CODE §§ 226.7 & 512 (MEAL  
AND REST BREAKS);
- 5) VIOLATION OF LABOR CODE §§ 510-515, 1194 &  
1198 (UNPAID OVERTIME);
- 6) VIOLATION OF LABOR CODE § 226(A) (INACCURATE  
WAGE STATEMENTS);
- 7) VIOLATION OF LABOR CODE §§ 200-204 (WAITING  
TIME PENALTIES);
- 8) RETALIATION IN VIOLATION OF LABOR CODE §§98.6  
AND 1102.5; AND
- 9) VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS  
CODE §§ 17200, ET SEQ.

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**DEMAND FOR JURY TRIAL**

3 COMES NOW the Plaintiff, EMILIO GARCIA, (who hereinafter shall be referred to as the  
4 “Plaintiff” or as “GARCIA”), who hereby respectfully alleges, avers, and complains, as follows:

5

**INTRODUCTION**

6 1. This is an action brought by the Plaintiff, GARCIA, pursuant to California statutory,  
7 decisional, and regulatory laws. Plaintiff was an employee of Defendant MEGAN THEE  
8 STALLION ENTERTAINMENT, INC., (hereinafter referred to as “STALLION  
9 ENTERTAINMENT,”), Defendant HOT GIRL TOURING, LLC (hereinafter “HGT”),  
10 Defendant ROC NATION LLC., (hereinafter referred to as “ROC NATION”), and Defendant  
11 MEGAN THEE STALLION, whose real name is Megan Pete, (hereinafter referred to as  
“STALLION”) herein mentioned, all Defendants collectively referred to either  
“DEFENDANTS” or “EMPLOYER.”

12 2. Plaintiff alleges that California statutory, decisional, and regulatory laws prohibit the conduct  
13 by Defendants herein alleged, and therefore Plaintiff has an entitlement to monetary relief on  
14 the basis that Defendants violated such statutes, decisional law, and regulations.

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**JURISDICTION AND VENUE**

16 3. Jurisdiction is proper in this court by virtue of the California statutes, decisional law, and  
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1 regulations, and the local rules under the Los Angeles County Superior Court Rules.

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3 4. Venue in this Court is proper in that Defendants MEGAN THEE STALLION, ROC NATION  
4 LLC., AND HGT all have a principal business address located in the City of Los Angeles,  
5 County of Los Angeles, State of California, as well as a majority of the wrongful conduct  
6 alleged herein occurred within the County of Los Angeles.

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7 **PARTIES**

8 5. At all times herein mentioned, Plaintiff GARCIA is and has been a resident of California.

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10 6. Defendant ROC NATION LLC. is and at all times herein mentioned has been a Delaware  
11 business organization with the capacity to sue and to be sued, and doing business, with a  
12 principal place of business located at 953 N. Sycamore Ave, Los Angeles, CA 90038.

13 7. Defendant HOT GIRL TOURING, LLC, (HGT) is and at all times herein mentioned has been  
14 a Delaware business organization with the capacity to sue and to be sued, and doing business in  
15 Los Angeles, California, with a principal place of business located at 1450 Brickell Avenue,  
16 18th Floor Miami, FL 33131.

17 8. Defendant MEGAN THEE STALLION ENTERTAINMENT, INC., is and at all times herein  
18 mentioned has been a Delaware business organization with the capacity to sue and to be sued.

1 and doing business in Los Angeles, with a principal place of business located at 1450 Brickell  
2 Avenue, 18th Floor Miami, FL 33131.

3  
4 9. Defendant MEGAN THEE STALLION (“THEE STALLION”) is and at all times herein  
5 mentioned has been an Individual with the capacity to sue and be sued in the county of Los  
6 Angeles, and is owner and principal of HOT GIRL TOURING, LLC and MEGAN THEE  
7 STALLION ENTERTAINMENT, INC. and had authority to direct the manner in which  
8 Plaintiff carried out his duties and did, in fact, exercise that authority.

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10 10. Because Plaintiff worked at ROC NATION, HGT and MEGAN THEE STALLION  
11 ENTERTAINMENT, and STALLION in her role as an artist/employer directed the manner in  
12 which Plaintiff carried out his duties at his job, both ROC NATION and MEGAN THEE  
13 STALLION ENTERTAINMENT were joint employers of the Plaintiff.

14 11. Plaintiff is informed and believes and thereon alleges that each of the Defendants herein were  
15 at all times the agent, employee, or representative of each remaining Defendant and were at all  
16 times herein acting within and outside the scope and purpose of said agency and employment.  
17 Plaintiff further alleges that as to each Defendant, whether named, or referred to as a fictitious  
18 name, said Defendants supervised, ratified, controlled, acquiesced in, adopted, directed,  
substantially participated in, and/or approved the acts, errors, or omissions, of each remaining  
Defendant.

19 12. The true names and capacities of the Defendants named herein as DOES 1 through 10,  
inclusive, whether individual, corporate, partnership, association, or otherwise, are unknown

1 to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will  
2 request leave of court to amend this Complaint to allege their true names and capacities at  
3 such time as they are ascertained.

4 **FACTUAL ALLEGATIONS**

5 *Defendants Violations of FEHA*

6 13. On or around June 2022, PLAINTIFF was traveling on tour with STALLION in Ibiza, Spain.  
7 After a night out, PLAINTIFF, STALLION, and three other women were riding in a SUV  
8 together. Suddenly, STALLION and one of the other women start having sex right beside  
9 PLAINTIFF. PLAINTIFF could not get out of the car as it was both moving and he was in  
10 the middle of nowhere in a foreign country. PLAINTIFF was embarrassed, mortified and  
11 offended throughout the whole ordeal.

12 14. The following day, STALLION inquired whether PLAINTIFF was in the SUV the previous  
13 night. PLAINTIFF confirmed that he was in the SUV. Subsequently, STALLION instructed  
14 “Don’t ever discuss what you saw.” STALLION berated and directed her fat-shaming  
15 comments towards PLAINTIFF such as “Fat Bitch,” “Spit your food out,” and that “You don’t  
16 need to be eating.”

17 15. After confiding in the Makeup Artist, STALLION learned of the PLAINTIFF's contemplation  
18 of quitting due to STALLION’s possessiveness combined with lack of appropriate pay for the  
amount of time asked of him (as discussed fully below. Later that night, STALLION

1 drunkenly FaceTimed the PLAINTIFF and, after Plaintiff expressed his belief he was being  
2 underpaid for the amount of hours actually asked of him, they reached an “understanding,”  
3 with STALLION affirming, "We're good." Despite the conversation, PLAINTIFF remained  
4 scheduled for STALLION's upcoming gig the following Friday.

5 16. Nevertheless, on or around June 2023, ROC NATION unexpectedly reached out to  
6 PLAINTIFF the night before the scheduled Friday gig and informed him that his services  
7 would no longer be required by STALLION.

8 17. Plaintiff has timely filed a Complaint of Discrimination with the California Civil Rights  
9 Department and obtained a Right-to-Sue letter on April 12, 2024. As such, Plaintiff has  
10 exhausted his administrative remedies to pursue claims under the Fair Employment and  
11 Housing Act (“FEHA”).

### 12 *Wage and Hour Violations*

13 18. From the inception of his employment, PLAINTIFF GARCIA was misclassified as an  
14 Independent Contractor while working as a Personal Cameraman to DEFENDANT  
15 STALLION. PLAINTIFF has been treated as independent contractor by ROC NATION and  
16 STALLION ENTERTAINMENT so that he was effectively denied any of the protections an  
17 employee would have under California law.

18 19. In April 2018, the California Supreme Court, in the now-infamous *Dynamex* decision, ruled  
that companies must successfully meet the three prong “ABC” test in order to lawfully classify

1 someone as an independent contractor for purposes of Wage Order claims. (*Dynamex*  
2 *Operations West v. Sup. Ct.*, (2018) 4 Cal. 5th 903; *see also Garcia v. Border Transp. Group,*  
3 *LLC*, (2018) 28 Cal. App. 5th 558.) The ABC test requires an employer to prove the following  
4 to justify “independent contractor” classification: (A) the worker is free from the control and  
5 direction of the hiring entity in the performance of the work, both under the contract for the  
6 performance of the work and in fact; (B) the worker performs work that is outside the usual  
7 course of the hiring entity's business; and (C) the worker is customarily engaged in an  
8 independently established trade, occupation, or business of the same nature as the work  
9 performed for the hiring entity. *See Dynamex*, at 958-963.

10 20. On September 18, 2019, California Governor Gavin Newsom signed Assembly Bill 5 (“AB5”),  
11 commonly referred to as the “gig worker law.” AB5 codified Dynamex’s ABC Test under the  
12 soon-to-be-added Labor Code § 2750.3, creating a rebuttable presumption that a worker is an  
13 employee unless the test is met, and explicitly exempted certain trades and professions. Neither  
14 the Plaintiff or Defendants were exempted under AB5.1.

15 21. On or around July 2018, PLAINTIFF GARCIA, supported DEFENDANT STALLION as a  
16 Personal Cameraman. On or around September 2019, PLAINTIFF GARCIA, quit his full-time  
17 job and began his employment with DEFENDANT STALLION as a full-time Personal  
18 Cameraman.

22. For all relevant times, STALLION controls and directs the work performed by PLAINTIFF.

1 23. For all relevant times, STALLION controls and dictates PLAINTIFF's work environment.

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3 24. For all relevant times, STALLION controls and directs work performance of PLAINTIFF who  
4 managed no people.

5 25. For all relevant times, Plaintiff essentially worked during all waking hours of a day. He was  
6 always answering calls and running other tasks under STALLION's direction.

7 26. PLAINTIFF used his personal device to stay updated on his schedule which intensified blurred  
8 the lines between work and personal time for PLAINTIFF. More than once, STALLION  
9 interrupted PLAINTIFF during dinner and demanded that he immediately shift his focus to  
10 assist with her TikTok creative ideas – i.e., Plaintiff stepped away from dinner and worked on  
11 the phone in a quiet space of a given restaurant.

12 27. As a Personal Cameraman, PLAINTIFF was forced to take on a myriad of duties and work  
13 much longer hours. Specifically, PLAINTIFF worked in excess of fifty (50) hours under the  
14 close scrutiny and explicit discretion of STALLION who continuously contacted PLAINTIFF  
15 at all hours, directing him to brainstorm TikTok videos, to edit content that PLAINTIFF had  
16 not captured, and complete various assignments.

17 28. For all relevant times, STALLION controls and directs the performance of PLAINTIFF's work  
18 who does not provide Personal Cameraman services "independently" of his relationship with  
STALLION. STALLION specifically told Plaintiff he was not allowed to service any other



1 client other than herself on more than one occasion.

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3 29. Initially, PLAINTIFF was paid a monthly flat rate of \$4,000 while working for ROC NATION  
4 and STALLION ENTERTAINMENT.

5 30. However, on or around August 2022, Desiree Perez, (“PEREZ”), the Chief Executive Officer  
6 of ROC NATION, personally contacted Plaintiff to alter Plaintiff's compensation structure from  
7 a monthly rate to a pay-per-task system invoiced for each assignment. Despite this “change,”  
8 the time expectation of the Plaintiff remained the same as before ROC NATION's demand to  
9 change Plaintiff's pay. However, the new invoicing system resulted in Plaintiff earning  
10 significantly less, as the invoiced amounts did not accurately reflect the true time and effort  
11 dedicated to working for her.

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13 31. On multiple occasions, STALLION explicitly directed PLAINTIFF not to engage with other  
14 clients, expressing possessiveness over the PLAINTIFF's services as her Personal Cameraman.

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16 32. For all relevant times, STALLION controls and directs PLAINTIFF's work performance,  
17 requiring his constant availability by phone for work-related issues, thereby causing severe  
18 emotional distress and anxiety for PLAINTIFF.

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20 33. During his travels with STALLION, PLAINTIFF was required to stay at the hotel and be on  
21 standby at all times. Any attempt to use the hotel's amenities would prompt STALLION to  
22 reach out and request his immediate return.

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34. As a result of the misclassification, PLAINTIFF was denied a meal break or rest break. In addition, PLAINTIFF was not paid meal or rest break premiums during his entire employment.

35. For all relevant times, STALLION controls and directs the performance of PLAINTIFF's duties did not qualify him exempt for purposes of overtime law.

36. During the entirety of his employment with STALLION, PLAINTIFF was denied overtime pay at an overtime rate. PLAINTIFF was not paid for hours worked in excess of eight (8) hours in a day.

37. For all relevant times, PLAINTIFF was not paid time and half for any overtime he worked or paid after the paycheck was thus underpaid for all hours worked to the extent the pay did not meet Labor Code requirements.

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38. For all relevant times, PLAINTIFF was not paid time and half for all overtime hours worked on those periods he received wages late.

39. During the entirety of his employment with STALLION, PLAINTIFF's hours of employment were not properly recorded due to purposeful misclassification of PLAINTIFF as an independent contractor and inaccurate work records controlled by Defendants.

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40. Moreover, during the entirety of his employment with STALLION, PLAINTIFF was denied his meal and rest breaks and compensation for overtime hours worked, subjected to inaccurate timekeeping by STALLION which resulted in inaccurate wage statements.

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41. STALLION's misclassification of his employment status left him without basic insurance coverage, depriving him of essential health care. PLAINTIFF grapples with mounting anxiety, depression, and physical distress stemming from the toxic work environment, compounded by the trauma of unpaid work.

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**FIRST CAUSE OF ACTION**

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**Hostile Work Environment Harassment in Violation of FEHA**

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**(Plaintiff GARCIA Against All Defendants)**

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42. Plaintiff incorporates by reference and realleges each of the foregoing paragraphs.

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43. At all times mentioned in this complaint, Defendants regularly employed five or more persons, bringing Defendants within the provisions of California Fair Employment and Housing Act ("FEHA"), Government Code, § 12926(d).

44. Defendant STALLION's conduct created a hostile work environment for Plaintiff, making the conditions of his employment intolerable in direct contravention of various statutes and state law decisions, including but not limited to California Government Code § 12940(h) and (j).

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2 45. On or around July 2018, PLAINTIFF GARCIA, began his employment with DEFENDANT  
3 STALLION as a Personal Cameraman.

4 46. On or around June 2022, PLAINTIFF was traveling on tour with STALLION in Ibiza, Spain.  
5 After a night out, PLAINTIFF, STALLION, and three other women were riding in a SUV  
6 together. Suddenly, STALLION and one of the other women start having sex right beside  
7 PLAINTIFF.

8 47. The following day, STALLION inquired whether PLAINTIFF was in the SUV the previous  
9 night. PLAINTIFF confirmed that he was in the SUV. Subsequently, STALLION instructed,  
10 "Don't ever discuss what you saw."

11 48. During the same trip, STALLION berated and directed her fat-shaming comments towards  
12 PLAINTIFF such as "Fat Bitch," "Spit your food out," and that "You don't need to be eating."

13 49. Following Ibiza, on around August 2022, PEREZ altered Plaintiff's compensation structure  
14 from a monthly rate to a pay-per-task system invoiced for each assignment. Despite this  
15 change, Plaintiff remained accountable and was expected to provide the same level of service  
16 to STALLION. Moreover, PLAINTIFF noticed a change in how he was treated and saw a  
17 decrease in the number of bookings he received from STALLION. Close to other creatives on  
18 STALLION's team, PLAINTIFF confided in STALLION's former Makeup Artist about  
considering leaving because STALLION had started to hire another Cameraman.

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50. Such harassment was so severe or pervasive that it altered the terms and conditions of Plaintiff's employment, creating a hostile, abusive work environment and making his working conditions intolerable. Said harassment was sufficiently extreme to amount to a change in the terms and conditions of Plaintiff's employment.

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51. As a direct and legal result of Defendants' conduct, and each of them, Plaintiff has suffered and continues to suffer general, consequential, and special damages, including but not limited to substantial losses in earnings, other employment benefits, physical injuries, physical sickness, as well as emotional distress, plus medical expenses, future medical expenses, and attorneys' fees, all to her damages in the amount according to proof. During the entirety of his employment with STALLION, PLAINTIFF endured a barrage of relentless sexual and fat-shaming comments plunging him into profound emotional distress. STALLION's misclassification left her without basic insurance coverage, depriving him of essential mental and physical health care. PLAINTIFF grapples with mounting anxiety, depression, and physical distress stemming from the toxic work environment.

52. Said actions justify the imposition of punitive damages in that Defendants committed the acts herein maliciously, fraudulently and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil motives amount to malice, and in conscious disregard of Plaintiff's rights.

53. Based upon the foregoing, Plaintiff is entitled to recover punitive damages from Defendants, and each of them, in an amount according to proof. As the result of Defendants discriminatory

1 acts as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of suit as  
2 provided by FEHA, Gov. Code § 12965(b).

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9 **SECOND CAUSE OF ACTION**

10 **Failure to Prevent and Remedy Harassment in Violation of FEHA**

11 **(Plaintiff GARCIA Against ROC NATION, HGT,**

12 **STALLION ENTERTAINMENT, and DOES 1-10)**

13 54. Plaintiff incorporates by reference and realleges each of the foregoing paragraphs.

14 55. At all times mentioned in this complaint, Defendants ROC NATION and STALLION  
15 ENTERTAINMENT regularly employed five or more persons, bringing Defendants within the  
16 provisions of the FEHA, Gov. Code, § 12926(d).

17 56. Plaintiff was subject to harassment based on sex by Defendant MEGAN THEE STALLION,  
18 as alleged in more detail above. Such conduct is prohibited by FEHA, Cal. Gov. Code §  
12940, subdivisions (j) and (k).

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57. Under FEHA, an employer is strictly liable for the harassing conduct of its agents and supervisors. (Fisher v. San Pedro Peninsula Hospital (1989) 214 Cal.App.3d 590). FEHA also requires employers to take all reasonable steps necessary to prevent unlawful harassment from occurring. (Cal. Gov. Code § 12940(j)(k)).

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58. On or around June 2022, PLAINTIFF was traveling on tour with STALLION in Ibiza, Spain. After a night out, PLAINTIFF, STALLION, and three other woman were riding in a SUV together. Suddenly, STALLION and one of the other woman start having sex right beside PLAINTIFF.

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59. The following day, STALLION inquired whether PLAINTIFF was in the SUV the previous night. PLAINTIFF confirmed that he was in the SUV. Subsequently, STALLION instructed, “Don’t ever discuss what you saw.”

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60. During the same trip, STALLION berated and directed her fat-shaming comments towards PLAINTIFF such as “Fat Bitch,” “Spit your food out,” and that “You don’t need to be eating.”

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61. Following Ibiza, on around August 2022, PEREZ altered Plaintiff’s compensation structure from a monthly rate to a pay-per-task system invoiced for each assignment. Despite this change, Plaintiff remained accountable and was expected to provide the same level of service to STALLION. Moreover, PLAINTIFF noticed a change in how he was treated and saw a decrease in the number of bookings he received from STALLION. Close to other creatives on STALLION’s team, PLAINTIFF confided in STALLION’s former Makeup Artist about

1 considering leaving because STALLION had started to hire another Cameraman.

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3 62. After confiding in the Makeup Artist, STALLION learned of the PLAINTIFF's contemplation  
4 of quitting due to a lack of bookings. Later on a Sunday night, STALLION drunkenly  
5 FaceTimed the PLAINTIFF and they reached an understanding, with STALLION affirming,  
6 "We're good." Despite the conversation, PLAINTIFF remained scheduled for STALLION's  
7 upcoming gig the following Friday.

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9 63. Nevertheless, on or around June 2023, ROC NATION unexpectedly reached out to  
10 PLAINTIFF the night before the scheduled Friday gig and informed him that his services  
11 would no longer be required.

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13 64. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff has  
14 suffered actual, consequential and incidental financial losses, including without limitation,  
15 loss of salary and benefits, and the intangible loss of employment-related opportunities in his  
16 field and damage to his professional reputation, all in an amount subject to proof at the time of  
17 trial. Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288  
18 and/or any other provision of law providing for prejudgment interest.

19 65. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has  
20 suffered and continues to suffer emotional distress, humiliation, mental anguish and  
21 embarrassment, all to Plaintiff's damage in in an amount according to proof.

22 66. The above-cited conduct of Defendants was done with malice, fraud and oppression, and in



1 reckless disregard of Plaintiff 's rights under the FEHA. Defendants consciously, intentionally  
2 and in conscious disregard of his rights discriminated against Plaintiff by discriminating based  
3 on her sex. As a result of Defendants discriminatory acts as alleged herein, Plaintiff is entitled  
4 to reasonable attorneys' fees and costs of suit as provided by California Government Code  
5 section 12965(b).

6 **THIRD CAUSE OF ACTION**

7 **Violation of Labor Code §§ 226.8 & 2750.3**

8 **Misclassification**

9 **(Plaintiff GARCIA Against ROC NATION, HGT,  
10 STALLION ENTERTAINMENT, and DOES 1-10)**

11 67. Plaintiff incorporate all paragraphs above as though fully set forth herein.

12 68. Labor Code § 226.8(a) makes it unlawful for any person or employer to engage in willful  
13 misclassification of an individual as an independent contractor. Plaintiff alleges that Labor  
14 Code § 2750.3 set forth the test which employers must meet to properly qualify their workers  
15 as independent contractors.

16 69. At all times herein mentioned, Labor Code §§ 226.8, et seq. and 2750.3 were in full force and  
17 effect and were binding on the Defendants, and each of them, and the Defendants were subject  
18 to their terms. Therefore, Defendants were required to refrain from the willful  
misclassification of Plaintiff as an independent contractor.

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70. In April 2018, the California Supreme Court, in the now-infamous *Dynamex* decision, ruled that companies must successfully meet the three prong “ABC” test in order to lawfully classify someone as an independent contractor for purposes of Wage Order claims. *Dynamex Operations West v. Superior Court*, 4 Cal.5th 903 (2018); *see also Garcia v. Border Transportation Group, LLC*, 28 Cal. App. 5th 558 (2018). The ABC test requires an employer to prove the following to justify “independent contractor” classification: (A) the worker is free from the control and direction of the hiring entity in the performance of the work, both under the contract for the performance of the work and in fact; (B) the worker performs work that is outside the usual course of the hiring entity's business; and (C) the worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the hiring entity. *See Dynamex*, at 958-963.

71. On September 18, 2019, California Governor Gavin Newsom signed Assembly Bill 5 (“AB5”), commonly referred to as the “gig worker law.” AB5 codified *Dynamex’s* ABC Test under the soon-to-be-added Labor Code § 2750.3, creating a rebuttable presumption that a worker is an employee unless the test is met, and explicitly exempted certain trades and professions. Neither the Plaintiff or STALLION were exempted under AB5.1.

72. On or around July 2018, PLAINTIFF GARCIA, began his employment with DEFENDANT STALLION as a Personal Cameraman.

73. For all relevant times, STALLION controls and directs the work performed by PLAINTIFF.

1 74. For all relevant times, STALLION controls and dictates PLAINTIFF's work environment.

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3 75. For all relevant times, STALLION controls and directs work performance of PLAINTIFF who  
managed no people.

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5 76. As a Personal Cameraman, PLAINTIFF was forced to take on a myriad of duties and work  
much longer hours. Specifically, PLAINTIFF worked in excess of fifty (50) hours under the  
6 close scrutiny and explicit discretion of STALLION who continuously contacted the  
7 PLAINTIFF at all hours, directing him to brainstorm TikTok videos, to edit content that  
PLAINTIFF had not captured, and complete various assignments.

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9 77. For all relevant times, STALLION controls and directs the performance of PLAINTIFF's work  
who does not provide Personal Cameraman services "independently" of his relationship with  
10 STALLION. Afterall, how could he when he was constantly working to satisfy the demands of  
11 the job he performed for STALLION.

12 78. Initially, PLAINTIFF was paid a monthly flat rate of \$4,000 while working for ROC NATION  
13 and STALLION ENTERTAINMENT.

14 79. However, on or around August 2022, PEREZ altered Plaintiff's compensation structure from a  
15 monthly rate to a pay-per-task system invoiced for each assignment. Despite this change,  
16 Plaintiff remained accountable and was expected to provide the same level of service to  
17 STALLION. However, the new invoicing system resulted in Plaintiff earning significantly less,

1 as the invoiced amounts did not accurately reflect the true time and effort dedicated to working  
2 for her.

3  
4 80. On multiple occasions, STALLION explicitly directed PLAINTIFF not to engage with other  
5 clients, expressing possessiveness over the PLAINTIFF's services as her Personal Cameraman.  
6 This exclusivity requirement meant that PLAINTIFF was unable to offer his filming services to  
7 any other clients while working with STALLION.

8 81. For all relevant times, STALLION controls and directs PLAINTIFF's work performance,  
9 requiring his constant availability by phone for work-related issues, thereby causing severe  
10 emotional distress and anxiety for PLAINTIFF.

11 82. During his travels with STALLION, PLAINTIFF was required to stay at the hotel and be on  
12 standby at all times. Any attempt to use the hotel's amenities would prompt STALLION to  
13 reach out and request his immediate return.

14 83. As a result of the misclassification, PLAINTIFF was denied a meal break or rest break. In  
15 addition, PLAINTIFF was not paid meal or rest break premiums during his entire  
16 employment.

17 84. For all relevant times, STALLION controls and directs the performance of PLAINTIFF's  
18 duties did not qualify him exempt for purposes of overtime law.

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2 85. During the entirety of his employment with STALLION, PLAINTIFF was denied overtime  
3 pay at an overtime rate. PLAINTIFF was not paid for hours worked in excess of eight (8)  
4 hours in a day.

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6 86. For all relevant times, PLAINTIFF worked forty (40) hours per week, sometimes more.

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8 87. For all relevant times, PLAINTIFF was not paid time and half for any overtime he worked or  
9 paid after the paycheck was thus underpaid for all hours worked to the extent the pay did not  
10 meet Labor Code requirements.

11  
12 88. For all relevant times, PLAINTIFF was not paid time and half for all overtime hours worked  
13 on those periods he received wages late.

14  
15 89. During the entirety of his employment with STALLION, PLAINTIFF's hours of employment  
16 were not properly recorded due to purposeful misclassification of PLAINTIFF as an  
17 Independent Contractor and inaccurate work records controlled by Defendants.

18  
19 90. Moreover, during the entirety of his employment with STALLION, PLAINTIFF was denied  
20 his meal and rest breaks and compensation for overtime hours worked, subjected to inaccurate  
21 timekeeping by STALLION which resulted in inaccurate wage statements.

22  
23 91. STALLION's misclassification of his employment status left him without basic insurance  
24 coverage, depriving him of essential health care. PLAINTIFF grapples with mounting anxiety,  
25 depression, and physical distress stemming from the toxic work environment, compounded by

1 the trauma of unpaid work.

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3 92. ROC NATION and STALLION ENTERTAINMENT's conduct described above is in  
4 violation of Labor Code §§ 226.8, et seq. and 2750.3.

5 93. Plaintiff's claims for rest break violations, waiting time penalties, and failure to issue accurate  
6 itemized wage statements due to misclassification are "claims for nonpayment of wages"  
7 entitle a prevailing plaintiff to an award of attorney fees under California Labor Code § 218.5.  
8 *Betancourt v. OS Rest. Servs., LLC*, 83 Cal. App. 5th 132, 140, 298 Cal. Rptr. 3d 612 (2022).

8 **FOURTH CAUSE OF ACTION**

9 **Violation of California Labor Code §§ 226.7 and 512**

10 **Failure to Provide Meal and Rest Periods**

11 **(Plaintiff GARCIA Against All Defendants)**

12 94. Plaintiff incorporate by reference and reallege each of the foregoing paragraphs.

13 95. Plaintiff is informed and believe, and thereon allege that California Labor Code §§ 226.7 and  
14 512 were in full force and effect and binding on Defendants during all times mentioned in this  
15 Complaint. Said section requires employers to comply with all Industrial Welfare  
Commission Wage Orders governing meal and rest periods.

16 96. Plaintiff is informed and believe, and thereon allege, that the IWC Wage Orders were in full  
17 force and effect and govern when employers, including Defendants, must give employee

1 breaks for meal and rest periods. The Wage Orders state in pertinent part that employers must  
2 provide at least thirty minutes of meal periods for every five hours of work and another  
3 thirty-minute period if the work period is ten hours or more. Furthermore, the IWC Wage  
4 Orders state in pertinent part that employees must be given at least a ten-minute rest period for  
5 every four (4) hours or major fraction thereof.

6 97. During the entirety of his employment with STALLION, PLAINTIFF's hours of employment  
7 were not properly recorded due to purposeful misclassification of PLAINTIFF as an  
8 Independent Contractor and inaccurate work records controlled by STALLION.

9 98. As a result of misclassification, Plaintiff was not permitted to take rest and meal breaks.  
10 Many times, Plaintiff worked over five consecutive hours without a thirty-minute meal break.

11 99. PLAINTIFF was not paid meal or rest break premiums. These actions by Defendants were in  
12 violation of IWC Wage Orders and California Labor Code §§ 226.7 and 512.

13 100. Plaintiff is informed and believe, and thereon allege, that The Wage Orders and the California  
14 Labor Code mandate that Defendants must pay Plaintiff an hour of pay at Plaintiff's regular  
15 rate of pay for every missed meal and rest period. Plaintiff is thereby entitled to these  
16 penalties in an amount to be proven at trial, and also pray for all other remedies available  
17 under the law.

18 101. Plaintiff's claims for rest break violations, waiting time penalties, and failure to issue accurate

1 itemized wage statements are "claims for nonpayment of wages" entitle a prevailing plaintiff  
2 to an award of attorney fees under California Labor Code § 218.5. *Betancourt v. OS Rest.*  
3 *Servs., LLC*, 83 Cal. App. 5th 132, 140, 298 Cal. Rptr. 3d 612 (2022).

4 //

4 102. Moreover, Defendant MEGAN THEE STALLION is personally liable for violations  
5 mentioned herein under Labor Code § 558.1, as she was the “natural person who is an owner,  
6 director, officer, or managing agent of the employer” acting on the employer’s behalf for said  
7 violation of Plaintiff’s rights.

8 **FIFTH CAUSE OF ACTION**  
9 **Violation of California Labor Code §§ 510-515, 1194 & 1198**

10 **Unpaid Overtime**

11 **(Plaintiff GARCIA Against All Defendants)**

12 103. Plaintiff incorporate by reference and reallege each of the foregoing paragraphs.

13 104. California Labor Code § 510 provides that employees in California shall not be employed  
14 more than eight hours in any workday or 40 hours in a workweek unless they receive  
15 additional compensation beyond their regular wages in amounts specified by law.

16 105. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be  
17 employed more than eight hours in any workday unless they receive additional compensation  
18 beyond their regular wages in amounts specified by law. Additionally, California Labor Code  
§ 1198 states that the employment of an employee for longer hours than those fixed by the



1 Industrial Welfare Commission is unlawful. The governing Wage Order of the Industrial  
2 Welfare Commission requires, among other things, payment of a premium wage rate for all  
3 hours worked in excess of 8 hours per day or 40 hours per week.

4 106. On or around July 2018, PLAINTIFF GARCIA, began his employment with DEFENDANT  
5 STALLION as a Personal Cameraman.

6 107. For all relevant times, STALLION controls and directs the performance of PLAINTIFF duties  
7 did not qualify them exempt for purposes of overtime law.

8 108. PLAINTIFF used his personal device to stay updated on his schedule which intensified  
9 blurred the lines between work and personal time for PLAINTIFF. More than once,  
10 STALLION demanded PLAINTIFF during dinner and demanded that he immediately shift his  
11 focus to assist with her TikTok creative ideas.

12 109. As a Personal Cameraman, PLAINTIFF was forced to take on a myriad of duties and work  
13 much longer hours. Specifically, PLAINTIFF worked in excess of fifty (50) hours under the  
14 close scrutiny and explicit discretion of STALLION who continuously contacted PLAINTIFF  
15 at all hours, directing him to brainstorm TikTok videos, to edit content that PLAINTIFF had  
16 not captured, and complete various assignments.

17 110. For all relevant times, STALLION controls and directs the performance of PLAINTIFF's  
18 work who does not provide Personal Cameraman services "independently" of his relationship

1 with STALLION. Afterall, how could he when he was constantly working to satisfy the  
2 demands of the job he performed for STALLION.

3  
4 111. Initially, PLAINTIFF was paid a monthly flat rate of \$4,000 while working for ROC NATION  
5 and STALLION ENTERTAINMENT. However, on or around August 2022, PEREZ altered  
6 Plaintiff's compensation structure from a monthly rate to a pay-per-task system invoiced for  
7 each assignment. Despite this change, Plaintiff remained accountable and was expected to  
8 provide the same level of service to STALLION. However, the new invoicing system resulted  
9 in Plaintiff earning significantly less, as the invoiced amounts did not accurately reflect the  
10 true time and effort dedicated to working for her.

11 112. On multiple occasions, STALLION explicitly directed PLAINTIFF not to engage with other  
12 clients, expressing possessiveness over the PLAINTIFF's services as her Personal  
13 Cameraman. This exclusivity requirement meant that PLAINTIFF was unable to offer his  
14 filming services to any other clients while working with STALLION.

15 113. For all relevant times, STALLION controls and directs PLAINTIFF's work performance,  
16 requiring his constant availability by phone for work-related issues, thereby causing severe  
17 emotional distress and anxiety for PLAINTIFF.

18 114. During his travels with STALLION, PLAINTIFF was required to stay at the hotel and be on  
standby at all times. Any attempt to use the hotel's amenities would prompt STALLION to  
reach out and request his immediate return.

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115. During the entirety of his employment with STALLION, PLAINTIFF's hours of employment were not properly recorded due to purposeful misclassification of PLAINTIFF as an Independent Contractor and inaccurate work records controlled by STALLION.

116. Moreover, during the entirety of his employment with STALLION, PLAINTIFF was denied his meal and rest breaks and compensation for overtime hours worked, subjected to inaccurate timekeeping by STALLION which resulted in inaccurate wage statements.

117. During the entirety of his employment with Defendants, Defendants failed to compensate Plaintiff for all overtime hours he worked in excess of eight hours per day and/or 40 hours per week as required by Labor Code §§ 510 and 1194. PLAINTIFF was denied overtime pay at an overtime rate.

118. At all times relevant hereto, Defendants failed to pay Plaintiff overtime compensation for the hours he worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff was required to work overtime hours without receiving overtime pay. During the course of Plaintiff's employment, he worked overtime hours for the exclusive benefit of and under the control of STALLION.

119. At all times relevant hereto, Defendants failed to pay Plaintiff overtime compensation for the hours he worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff was required to work overtime hours without

1 receiving overtime pay.

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3 120. By virtue of Defendants' unlawful failure to pay additional, premium rate compensation to  
4 Plaintiff for overtime hours worked, Plaintiff suffered, and will continue to suffer, damages in  
5 amounts which are presently unknown to him and which will be ascertained according to  
6 proof at trial.

7 121. Moreover, Plaintiff's claims for rest break violations, waiting time penalties, and failure to  
8 issue accurate itemized wage statements are "claims for nonpayment of wages" entitle a  
9 prevailing plaintiff to an award of attorney fees under California Labor Code § 218.5.  
10 *Betancourt v. OS Rest. Servs., LLC*, 83 Cal. App. 5th 132, 140, 298 Cal. Rptr. 3d 612 (2022).

11 122. Plaintiff requests recovery of overtime compensation according to proof, interest, attorney's  
12 fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any  
13 statutory penalties against Defendants, in a sum as provided by the California Labor Code  
14 and/or other statutes. Further, Plaintiff is entitled to seek and recover reasonable attorneys'  
15 fees and costs pursuant to California Labor Code § 1194.

16 123. Moreover, Defendant MEGAN THEE STALLION is personally liable for violations  
17 mentioned herein under Labor Code § 558.1, as she was the "natural person who is an owner,  
18 director, officer, or managing agent of the employer" acting on the employer's behalf for said  
violation of Plaintiff's rights.

**SIXTH CAUSE OF ACTION**

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**Violation of Labor Code § 226(A)**

**Inaccurate Wage Statements**

**(Plaintiff GARCIA Against ROC NATION and STALLION ENTERTAINMENT)**

124. Plaintiff incorporates by reference and realleges each of the foregoing paragraphs.

125. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

126. On or around July 2018, PLAINTIFF GARCIA, began his employment with DEFENDANT STALLION as a Personal Cameraman.

127. For all relevant times, STALLION controls and directs the work performed by PLAINTIFF.

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128. For all relevant times, STALLION controls and dictates PLAINTIFF’s work environment.

129. For all relevant times, STALLION controls and directs work performance of PLAINTIFF who managed no people.

130. During the entirety of his employment with STALLION, PLAINTIFF’s hours of employment were not properly recorded due to purposeful misclassification of PLAINTIFF as an Independent Contractor and inaccurate work records controlled by STALLION.

131. Moreover, during the entirety of his employment with STALLION, PLAINTIFF was denied his meal and rest breaks and was reimbursed for overtime hours worked, subjected to inaccurate timekeeping by STALLION which resulted in inaccurate wage statements.

132. Defendants intentionally and willfully failed to provide Plaintiff with complete and accurate wage statements. The deficiencies include, among other things, the failure to include the gross wages earned, total number of hours worked by Plaintiff, and the failure to accurately list all applicable rates as Plaintiff was not allowed to take rest breaks and late or no lunch breaks when the law required same.

133. As a result of Defendants’ violation of California Labor Code section 226(a), Plaintiff suffered injury and damage to their statutorily protected rights.

1  
2 134. Specifically, Plaintiff was injured by Defendants’ intentional violation of California Labor  
3 Code section 226(a) because he was denied both their legal right to receive, and his protected  
4 interest in receiving, accurate, itemized wage statements under California Labor Code section  
5 226(a).

6 135. Plaintiff was also injured as a result of having to bring this action to attempt to obtain correct  
7 wage information following Defendants' refusal to comply with many of the mandates of  
8 California’s Labor Code and related laws and regulations.

9 136. Under California Labor Code section 226(e), Plaintiff is entitled to recover from Defendants  
10 the greater of their actual damages caused by Defendants’ failure to comply with California  
11 Labor Code section 226(a) in an amount to be proven at trial.

12 137. Furthermore, Plaintiff’s claims for rest break violations, waiting time penalties, and failure to  
13 issue accurate itemized wage statements are "claims for nonpayment of wages" entitle a  
14 prevailing plaintiff to an award of attorney fees under California Labor Code § 218.5.  
15 *Betancourt v. OS Rest. Servs., LLC*, 83 Cal. App. 5th 132, 140, 298 Cal. Rptr. 3d 612 (2022).

16 138. Moreover, Defendant MEGAN THEE STALLION is personally liable for violations  
17 mentioned herein under Labor Code § 558.1, as she was the “natural person who is an owner,  
18 director, officer, or managing agent of the employer” acting on the employer’s behalf for said  
violation of Plaintiff’s rights.

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**SEVENTH CAUSE OF ACTION**

**Violation of Labor Code §§ 200-204**

**Waiting Time Penalties**

**(Plaintiff GARCIA Against All Defendants)**

139. Plaintiff incorporates by reference and reallege each of the foregoing paragraphs.

140. At all times herein set forth, California Labor Code §§ 200 through 204 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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141. Defendants' failure to pay Plaintiff's wages earned and unpaid is in violation of California Labor Code §§ 200 through 204.

142. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.



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143. Plaintiff’s paychecks did not include all wages owed to Plaintiff as Defendants failed to pay for meal and rest break premiums as well as overtime pay that Plaintiff was entitled to.

144. Plaintiff is entitled to recover from Defendants additionally accruing wages for each day not paid, at the regular daily rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

145. Moreover, Plaintiff’s claims for rest break violations, waiting time penalties, and failure to issue accurate itemized wage statements are "claims for nonpayment of wages" entitle a prevailing plaintiff to an award of attorney fees under California Labor Code § 218.5. *Betancourt v. OS Rest. Servs., LLC*, 83 Cal. App. 5th 132, 140, 298 Cal. Rptr. 3d 612 (2022).

146. Moreover, Defendant MEGAN THEE STALLION is personally liable for violations mentioned herein under Labor Code § 558.1, as she was the “natural person who is an owner, director, officer, or managing agent of the employer” acting on the employer’s behalf for said violation of Plaintiff’s rights.

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**EIGHTH CAUSE OF ACTION**

**Violation of Labor Code §§98.6 and 1102.5**

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**(Plaintiff GARCIA Against ROC NATION, HGT,  
STALLION ENTERTAINMENT and DOES 1 thru 10)**

147. Plaintiff incorporates by reference and reallege each of the foregoing paragraphs.

148. At all times herein mentioned in this complaint, California Labor Code §§ 98.6 and 1102.5 were in full force and effect and were binding on the Defendants and the Defendants were subject to its terms, and therefore Defendant was required to refrain retaliatory actions against Plaintiff on account of his complaints regarding Defendants' wage and hour violations.

149. On or around July 2018, PLAINTIFF GARCIA, began his employment with DEFENDANT STALLION as a Personal Cameraman. PLAINTIFF has been treated as Independent Contractor by ROC NATION and STALLION ENTERTAINMENT so that he was effectively denied any of the protections an employee would have under California law.

150. As a Personal Cameraman, PLAINTIFF was forced to take on a myriad of duties and work much longer hours. Specifically, PLAINTIFF worked in excess of fifty (50) hours under the close scrutiny and explicit discretion of STALLION who continuously contacted the PLAINTIFF at all hours, directing him to brainstorm TikTok videos, to edit content that PLAINTIFF had not captured, and complete various assignments.

151. For all relevant times, STALLION controls and directs the performance of PLAINTIFF's work who does not provide Personal Cameraman services "independently" of his relationship

1 with STALLION. Afterall, how could he when he was constantly working to satisfy the  
2 demands of the job he performed for STALLION.

3  
4 152. Initially, PLAINTIFF was paid a monthly flat rate of \$4,000 while working for ROC NATION  
5 and STALLION ENTERTAINMENT. However, on or around August 2022, PEREZ altered  
6 Plaintiff's compensation structure from a monthly rate to a pay-per-task system invoiced for  
7 each assignment. Despite this change, Plaintiff remained accountable and was expected to  
8 provide the same level of service to STALLION. However, the new invoicing system resulted  
9 in Plaintiff earning significantly less, as the invoiced amounts did not accurately reflect the  
10 true time and effort dedicated to working for her.

11  
12 153. On multiple occasions, STALLION explicitly directed the PLAINTIFF not to engage with  
13 other clients, expressing possessiveness over PLAINTIFF's services as her Personal  
14 Cameraman. This exclusivity requirement meant that PLAINTIFF was unable to offer his  
15 filming services to any other clients while working with STALLION.

16  
17 154. For all relevant times, STALLION controls and directs PLAINTIFF's work performance,  
18 requiring his constant availability by phone for work-related issues, thereby causing severe  
emotional distress and anxiety for PLAINTIFF.

19  
20 155. During his travels with STALLION, PLAINTIFF was required to stay at the hotel and be on  
21 standby at all times. Any attempt to use the hotel's amenities would prompt STALLION to  
22 reach out and request his immediate return.

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2 156. On or around June 2022, PLAINTIFF was traveling on tour with STALLION in Ibiza, Spain.  
3 After a night out, PLAINTIFF, STALLION, and three other woman were riding in a SUV  
4 together. Suddenly, STALLION and one of the other woman start having sex right beside  
5 PLAINTIFF.

6 157. The following day, STALLION inquired whether PLAINTIFF was in the SUV the previous  
7 night. PLAINTIFF confirmed that he was in the SUV. Subsequently, STALLION instructed  
8 "Don't ever discuss what you saw."

9 158. Following Ibiza, on around August 2022, PEREZ altered Plaintiff's compensation structure  
10 from a monthly rate to a pay-per-task system invoiced for each assignment. Despite this  
11 change, Plaintiff remained accountable and was expected to provide the same level of service  
12 to STALLION. Moreover, PLAINTIFF noticed a change in how he was treated and saw a  
13 decrease in the number of bookings he received from STALLION. Close to other creatives on  
14 STALLION's team, PLAINTIFF confided in STALLION's former Makeup Artist about  
15 considering leaving because STALLION had started to hire another Cameraman.

16 159. After confiding in the Makeup Artist, STALLION learned of the PLAINTIFF's contemplation  
17 of quitting due to a lack of bookings. Later on a Sunday night, STALLION drunkenly  
18 FaceTimed PLAINTIFF and they reached an understanding, with STALLION affirming,  
"We're good." Despite the conversation, PLAINTIFF remained scheduled for STALLION's  
upcoming gig the following Friday.

1  
2 160. Nevertheless, on or around June 2023, ROC NATION unexpectedly reached out to  
3 PLAINTIFF the night before the scheduled Friday gig and informed him that his services  
4 would no longer be required.

5 161. By terminating Plaintiff in a pretextual manner, in retaliation for his complaints of wage and  
6 hour violations, Defendants' above described conduct is in violation of Labor Code §§ 98.6 &  
7 1102.5.

8 162. As a direct and legal result of Defendants' retaliatory actions against Plaintiff, Plaintiff has  
9 suffered and continues to suffer general, consequential and special damages including but not  
10 limited to substantial losses in earnings, other employment benefits, physical injuries, physical  
11 sickness, as well as emotional distress, plus medical expenses, future medical expenses, and  
12 attorneys' fees, all to her damage in an amount according to proof.

13 163. Said termination was wrongful and justifies the imposition of punitive damages since the  
14 suspension was against public policy. Defendants intentionally terminated Plaintiff on with  
15 the intent of punishing him for engaging in a protected activity, and in doing so, Defendants  
16 acted maliciously, fraudulently and oppressively, with the wrongful intention of injuring  
17 Plaintiff. Based upon the foregoing, Plaintiff is entitled to recover punitive damages from  
18 Defendants and each of them, in an amount according to proof.

**NINTH CAUSE OF ACTION**

**Violation of California Business & Professions Code §§ 17200, ET SEQ**

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**(Plaintiff GARCIA Against ROC NATION, HGT,  
STALLION ENTERTAINMENT and DOES 1 thru 10)**

164. Plaintiff incorporates by reference and reallege each of the foregoing paragraphs.

165. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other employees, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

166. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, et seq.

167. A violation of California Business & Professions Code § 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, California Labor Code and Industrial Welfare Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business and Professions Code § 17200, et seq.

168. Defendants' hostile work environment harassment in violation of FEHA, as alleged in detail

1 above, constitutes unlawful and/or unfair activity prohibited by Business and Professions  
2 Code § 17200, et seq.

3  
4 169. Defendants' failure to prevent and remedy harassment in violation of FEHA, as alleged in  
5 detail above, constitutes unlawful and/or unfair activity prohibited by Business and  
6 Professions Code § 17200, et seq.

7 170. Defendants' retaliation against Plaintiff in violation of FEHA, as alleged in detail above,  
8 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §  
9 17200, et seq.

10 171. Defendants' denial of meal and rest breaks in violation of Labor Code §§ 226.7 & 512, as  
11 alleged in detail above, constitutes unlawful and/or unfair activity prohibited by Business and  
12 Professions Code § 17200, et seq.

13 172. Defendants' denial of unpaid overtime in violation of Labor Code §§ 510-515, 1194 & 1198,  
14 as alleged in detail above, constitutes unlawful and/or unfair activity prohibited by Business  
15 and Professions Code § 17200, et seq.

16 173. Defendants' failure to provide accurate wage statements in violation of Labor Code § 226(A),  
17 as alleged in detail above, constitutes unlawful and/or unfair activity prohibited by Business  
18 and Professions Code § 17200, et seq.

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1 174. Defendants' misclassification is in violation of Labor Code § 226.8, as alleged in detail above,  
2 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §  
3 17200, et seq.

4 175. Pursuant to California Business & Professions Code § 17200, et seq., Plaintiff is entitled to  
5 restitution, including but not limited to, of wages withheld and retained by Defendants during  
6 a period from four years prior to the filing of this complaint and for employer payroll taxes; a  
7 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff; an  
8 award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other  
9 applicable laws; and an award of costs.

10 **PRAYER**

- 11 1. For damages according to proof, including unpaid wages;
- 12 2. For interest on the amount of unpaid wages, and other employee benefits at the prevailing  
13 legal rate;
- 14 3. For general unpaid wages at overtime wage rates and such general and special damages as  
15 may be appropriate;
- 16 4. For statutory penalties pursuant to California Labor Code § 201-203, 226(e), 1050-1055;
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5. For statutory wage penalties pursuant to California Labor Code §§ 1770-1773;
  6. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;
  7. For punitive damages according to proof;
  8. For costs incurred by Plaintiff, including reasonable attorneys' fees and costs of suit, in obtaining the benefits due Plaintiff and for violations of Plaintiff's civil rights as set forth above pursuant to the Labor Code §§ 218.5, 218.6, 226(e), 1194(a), 1050, 1054, 1102.5, 2802; and California Code of Civil Procedure section 1021.5; and
  9. For such other and further relief as the court deems just and proper.

12 Dated: April 22, 2024

WEST COAST TRIAL LAWYERS, APLC

13  
14 By: \_\_\_\_\_

Ronald L. Zambrano, Esq.  
Attorney for Plaintiff  
EMILIO GARCIA

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16 **DEMAND FOR JURY TRIAL**

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Plaintiff hereby demands trial by jury.

Dated: April 22, 2024

WEST COAST TRIAL LAWYERS, APLC

By: \_\_\_\_\_

Ronald L. Zambrano, Esq.  
Attorney for Plaintiff  
EMILIO GARCIA