

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

NATIONAL WRITERS UNION, UAW LOCAL 1981, and)
ADESHINA EMMANUEL, ADRIENNE GIBBS, ANTHONY)
SPRINGER JR., ASHLEY TERRELL, DEESHA PHILYAW,)
DEMETRIA IRWIN, GEORGE M. JOHNSON, GLENN-JOHN)
JEFFERS, HABIBA ADAMS, JAMES RYANG, JOSIE PICKENS))
DECATUR, KARLA ROBINSON, KHOMARI FLASH,)
KIMBERLY HAYES TAYLOR, LASHIEKA HUNTER,)
MARCUS ADAMS DELANCEY, MARIEL TURNER,)
MASHAUN D. SIMON, MICHELLE DEROSIER-CALDWELL,)
MILLER PETERS, MONET HAMBRICK, MORGAN)
CAMPBELL, NAJJA PARKER, NINA REEDER, JASMINE)
DIMEJI, PRINCESS GABBARA, RASHOD OLLISON,)
RICARDO BARTEE, SHAMEIKA RHYMES, SHANITA)
HUBBARD, SHERYL H. SALOMON, SOLENNE KAMBA,)
TIFFANY WALDEN, TOMIKA ANDERSON, TYRUS)
TOWNSEND, WENDY L. WILSON, WILLIAM EARL)
KETCHUM III, collectively and individually,)

Plaintiffs,)

v.)

EBONY MEDIA OPERATIONS, LLC, and)
CVG GROUP, LLC,)

Defendants.)

COMPLAINT AT LAW

NOW COME the Plaintiffs, NATIONAL WRITERS UNION, UAW LOCAL 1981, as associational representative and, ADESHINA EMANUEL, ADRIENNE GIBBS, ANTHONY SPRINGER JR., ASHLEY TERRELL, DEESHA PHILYAW, DEMETRIA IRWIN, GEORGE M. JOHNSON, GLENN-JOHN JEFFERS, HABIBA ADAMS, JAMES RYANG, JOSIE PICKENS DECATUR, KARLA ROBINSON, KHOMARI FLASH, KIMBERLY HAYES TAYLOR, LASHIEKA HUNTER, MARCUS ADAMS DELANCEY, MARIEL TURNER, MASHUAN D. SIMON, MICHELLE DEROSIER-CALDWELL, MILLER PETERS, MONET

HAMBRICK, MORGAN CAMPBELL, NAJJA PARKER, NINA REEDER, JASMINE DIMEJI, PRINCESS GABBARA, RASHOD OLLISON, RICARDO BARTEE, SHAMEIKA RHYMES, SHANITA HUBBARD, SHERYL H. SALAMON, SOLENNE KAMBA, TIFFANY WALDEN, TOMIKA ANDERSON, TYRUS TOWNSEND, WENDY L. WILSON, WILLIAM EARL KETCHUM III, (hereinafter, "Individual Plaintiffs"), by and through their attorneys, Joshua M. File and Stanley Eisenstein, and hereby complain against Defendants, EBONY MEDIA OPERATIONS, LLC and CVG GROUP, LLC as follows:

FACTS

1. Individual Plaintiffs collectively constitute a group of freelance writers, photographers, videographers, graphic designers and other regular contributors of content and services for Defendants' print and online publications Ebony Magazine and Jet Magazine.
2. Plaintiff, National Writers Union, UAW Local 1981, is a labor organization which represents each Individual Plaintiff.
3. Defendant, Ebony Media Operations, LLC, (hereinafter "Ebony"), is a Texas limited liability company which publishes Ebony Magazine and Jet Magazine, and which operates its business in Chicago, Illinois.
4. Defendant, CVG Group, LLC, (hereinafter "CVG"), is a Texas limited liability company which acquired and wholly owns Defendant Ebony.
5. Each Individual Plaintiff entered into at least one contract with Defendants to provide content or services for Defendants' publications Ebony Magazine and Jet Magazine. See sample contract, Exhibit A. ¹

¹ In the interest of efficiency and brevity, Plaintiffs attach Exhibit A as one example of the type of written contract which each Individual Plaintiff entered into with Defendant Ebony. Individual contracts will be produced later in the case.

6. Each written contract contains a "Jurisdiction" provision, which states, in pertinent part, "Any disputes arising or relating in any way to this agreement will be litigated only in courts sitting in Cook County, Illinois." Ex. A.

7. Each Individual Plaintiff fully performed his or her obligations under each written and/or verbal agreement with Defendants.

8. Defendants have accepted the benefits of each Individual Plaintiff's full and satisfactory performance of his/her contractual obligations.

9. Each Individual Plaintiff timely invoiced Defendants for the contractual amounts due and owing from Defendants.

10. To date, Defendants have failed and/or refused to pay each Individual Plaintiff the amounts due and owing pursuant to each such contractual agreement.

11. As a result of Defendants' willful breach of their contractual obligations to pay each Individual Plaintiff for his/her content and/or services, Plaintiffs collectively are owed in excess of seventy thousand dollars (\$70,000.00) from Defendant.

COUNT I – BREACH OF CONTRACT

12. Plaintiffs restate and reiterate each and every allegation contained in Paragraphs 1 through 11 above as though fully set forth herein.

13. By virtue of the foregoing, Defendants have failed and/or refused to perform their obligations under the terms of each individual contract and, as a result thereof, Individual Plaintiffs collectively have been caused to sustain damages in a sum of not less than seventy thousand dollars (\$70,000.00), with the actual amount owed to each Individual Plaintiff to be determined at trial.

WHEREFORE, Plaintiffs, ADESHINA EMANUEL, ADRIENNE GIBBS, ANTHONY SPRINGER JR., ASHLEY TERRELL, DEESHA PHILYAW, DEMETRIA IRWIN, GEORGE M. JOHNSON, GLENN-JOHN JEFFERS, HABIBA ADAMS, JAMES RYANG, JOSIE PICKENS DECATUR, KARLA ROBINSON, KHOMARI FLASH, KIMBERLY HAYES TAYLOR, LASHIEKA HUNTER, MARCUS ADAMS DELANCEY, MARIEL TURNER, MASHUAN D. SIMON, MICHELLE DEROSIER-CALDWELL, MILLER PETERS, MONET HAMBRICK, MORGAN CAMPBELL, NAJJA PARKER, NINA REEDER, JASMINE DIMEJI, PRINCESS GABBARA, RASHOD OLLISON, RICARDO BARTEE, SHAMEIKA RHYMES, SHANITA HUBBARD, SHERYL H. SALAMON, SOLENNE KAMBA, TIFFANY WALDEN, TOMIKA ANDERSON, TYRUS TOWNSEND, WENDY L. WILSON, WILLIAM EARLY KETCHUM, and NATIONAL WRITERS UNION, UAW LOCAL 1981, as the associational representative for each Individual Plaintiff, pray that this Court enter judgment in Plaintiffs' favor and against Defendants, EBONY MEDIA OPERATIONS, LLC and CVG GROUP, LLC and award Plaintiffs damages in a sum of not less than seventy thousand dollars (\$70,000.00) with the actual amount owing to each individual Plaintiff to be determined at trial, together with interest, costs and disbursements, and for such other and further relief as to the Court may deem just and proper under the circumstances.

Dated: September 5, 2017

Respectfully Submitted,

/s/ Joshua M. File
Joshua M. File, attorney for Plaintiffs

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