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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 CECILIA HAILEY, an Individual, CHEKAREY
14 BYERS, an Individual, and TIMANII MEEKS,
15 an Individual

16 Plaintiffs,

17 v.

18 DONDA ACADEMY, INCORPORATED, a
19 Delaware Non-Profit Corporation; KANYE
20 WEST, as an Individual; BRIANNE CAMBELL,
21 an individual; ALLISON TIDWELL, an
22 individual; CHRIS JULIAN, an individual; and
23 DOES 1 through 10, inclusive,

24 Defendants.

Case No.: 23STCV07583

*Assigned for All Purposes to the
Honorable Judge Robert B. Broadbelt*

Department: 53

**DEFENDANT YE'S (f/k/a KANYE WEST)
NOTICE OF DEMURRER TO
PLAINTIFFS' SECOND AMENDED
COMPLAINT AND NOTICE OF
HEARING ON DEMURRER;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
DEMURRER; DECLARATION OF
GREGORY SUHR REGARDING MEET
AND CONFER PROCESS; PROOF OF
SERVICE**

DATE: May 3, 2024

TIME: 10:00 a.m.

DEPT.: 53

Reservation ID: 241982785985

Action Filed: April 6, 2023

Trial: not set

1 **PLEASE TAKE NOTICE** that on May 3, 2024 at 10:00 a.m., or as soon thereafter as the
2 matter may be heard before the Honorable Robert B. Broadbelt in Department 53 of Los Angeles
3 Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012, Defendant Ye (f/k/a
4 Kanye West) will and hereby does, demur to Plaintiffs’ Second Amended Complaint, specifically
5 (a) Cecilia Hailey’s and Chekarey Byers’ cause of action against Ye for violation of California
6 Labor Code sections 558.1 (the sixth cause of action in the Second Amended Complaint) and (b)
7 Cecilia Hailey’s, Chekarey Byers’, and Timanii Meeks’ cause of action against Ye for violation of
8 Labor Code section 2698, *et seq.* (the eighth cause of action in Plaintiffs’ Second Amended
9 Complaint).

10 The sixth and eighth Causes of Action in the Second Amended Complaint are the sole
11 causes of action brought against Ye in Plaintiffs’ Second Amended Complaint. Ye seeks an order
12 sustaining his demurrer without leave to amend and dismissing the Second Amended Complaint
13 against him on the ground that Plaintiffs fail to plead facts sufficient to state a cause of action
14 against Ye for violation of California Labor Code sections 558.1 and 2698, *et seq.* See Cal. Code
15 Civ. Proc. § 430.10(e).

16 The demurrer is based on this Notice of Demurrer and Notice of Hearing on Demurrer, the
17 Memorandum of Points and Authorities in Support of the Demurrer, the attached Declaration of
18 Gregory Suhr regarding the meet and confer process, all pleadings and papers on file in this action,
19 and upon such other matters as may be presented to the Court at the time of hearing.

20 DATE: December 1, 2023

WEEKS NELSON

/s/ Gregory N. Suhr

Gregory N. Suhr

Attorney for Defendant Ye (f/k/a Kanye West)

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Introduction.**

3 Plaintiffs Cecilia Hailey, Chekarey Byers, and Timanii Meeks bring this employment action
4 against Donda Academy, Inc. (“Donda” or “Donda Academy”) and Ye (f/k/a Kanye West). Donda
5 Academy formerly operated as an elementary school, and it employed Plaintiffs as teachers or
6 substitute teachers. Ye (f/k/a Kanye West) is the Chief Executive Officer of Donda Academy.
7 Byers and Hailey (but not Meeks) raise a cause of action against Ye for violation of California
8 Labor Code section 558.1. (Second Amended Complaint (“SAC”) ¶¶ 98-102.) Byers, Hailey, and
9 Meeks also raise of cause of action against Ye for violation of Labor Code sections 2698, *et seq.*
10 (SAC ¶¶ 109-119) (hereafter referred to as the “PAGA Claim”).

11 Generally, employees cannot sue an officer of their employer for Labor Code violations.
12 *Espinoza v. Hepta Run, Inc.*, 74 Cal. App. 5th 44, 58 (2022), *review denied* (Apr. 27, 2022). Labor
13 Code section 558.1, however, serves as an exception, providing that persons who “violate or cause[]
14 to be violated” certain other Labor Code sections may be held liable as the employer with respect to
15 such violations. Cal. Lab. Code § 558.1.

16 Although not exactly clear from the Second Amended Complaint, Hailey’s and Byers’
17 section 558.1 claim against Ye appears to be predicated on supposed violations of Labor Code
18 sections 201 and 203 and Labor Code section 226. (SAC ¶¶ 98-102.) Sections 201 and 203 and
19 section 226 impose liability on employers for the untimely payment of wages upon termination of
20 employment and the rendering of untimely or inaccurate wage statements. When it comes time to
21 explain what Ye has to do with Hailey’s and Byer’s wage statements or post-termination wages,
22 however, the two allege only that Ye is the “founder and owner” of Donda and that Ye “engaged in
23 a pattern and practice of continuously providing Plaintiffs with inaccurate and untimely wage
24 statements.” (SAC ¶ 102.) That is not enough to state a claim under section 558.1.

25 First, simply relying on Ye’s status as a corporate officer is insufficient to state a claim
26 under section 558.1. *See Espinoza v. Hepta Run, Inc.*, 74 Cal. App. 5th 44, 59 (2022), *review*
27 *denied* (Apr. 27, 2022) (“[I]n order to ‘cause’ a violation of the Labor Code, an individual must
28 have engaged in some affirmative action beyond his or her status as an owner, officer or director of
the corporation.”). Further, the allegation that Ye provided Hailey and Byers with “inaccurate and
untimely wage statements” is a conclusion of law that need not be accepted as true at the pleading

1 stage. What is more, that allegation is irrelevant to Hailey’s and Byers’ claim under Labor Code
2 sections 201 and 203—which serves as a predicate for their section 558.1 claim against Ye—
3 because sections 201 and 203 relate to the untimely payment of wages upon termination of
4 employment, not untimely or inaccurate wage *statements*. The other predicate violation for
5 Hailey’s and Byers’ section 558.1 claim against Ye—their section 226 claim—is inadequately pled
6 because Hailey and Byers do not allege what information was missing from their wage statements,
7 how the alleged violations were intentional, or any injury cognizable under section 226.

8 As for Plaintiffs’ PAGA Claim, none of the Plaintiffs adequately plead that they were
9 “aggrieved employees” vis-à-vis Ye. Per Labor Code section 2699, an “aggrieved employee” is a
10 “person who was *employed by the alleged violator* and against whom one or more of the alleged
11 violations was committed.” Cal. Lab. Code § 2699(c). None of the Plaintiffs adequately allege that
12 they were employed by Ye. Other than the PAGA Claim, Meeks brings no cause of action against
13 Ye. Indeed, she does not allege a single fact against Ye. She claims no basis for treating Ye as her
14 employer and makes clear in the SAC that Donda Academy was her employer. (*See* SAC ¶¶ 29-
15 35.) Hailey and Byers also make clear that they were employed by Donda Academy, not Ye. (*See*
16 SAC ¶¶ 13-14). Hailey and Byers might argue that their Labor Code section 558.1 claim against
17 Ye serves as a basis for treating Ye as their employer. But, as explained above, they fail to
18 adequately allege facts to support their section 558.1 claim.

19 The truth is, while Donda Academy was in operation as a school, Ye had nothing to do with
20 Donda’s policies, practices, operations, and procedures relating to the payment of employee wages
21 upon termination of employment or the content or timing of employee wage statements. Plaintiffs
22 know that. They have now twice amended their complaint in the face of two demurrers with the
23 same substance as the present demurrer. From the Original Complaint to this Second Amended
24 Complaint, Plaintiffs have managed only a haphazard and barebones guilt-by-association theory
25 against Ye inadequate to survive a demurrer. This demurrer should be sustained without leave to
26 amend.

26 I. Procedural Background

27 Plaintiffs Hailey and Byers filed their Original Complaint in this action on April 6, 2023.
28 On May 12, 2023, Ye demurred to the Original Complaint. On June 1, 2023, Hailey and Byers,
now with the addition of Meeks, filed their First Amended Complaint in this action. In the First

1 Amended Complain, Meeks did not bring any cause of action against Ye or allege any facts relating
2 to Ye. Therefore, Ye filed a substantively identical demurrer to the First Amended Complaint on
3 June 20, 2023. On October 19, 2023, Plaintiffs’ filed their Second Amended Complaint. This time,
4 Plaintiffs added their PAGA Claim, which each Plaintiff (including Meeks) brings against both Ye
5 and Donda Academy. In terms of facts pled, however, the Second Amended Complaint is the same
6 as the Original Complaint and First Amended Complaint. In email correspondence between the
7 parties’ counsel, Plaintiffs’ counsel agreed that Ye’s and Donda’s response to the Second Amended
8 Complaint would be due by December 6, 2023.

9 **II. Factual Background.**

10 Ye will limit this factual background to the alleged facts which are relevant to the causes of
11 action against him, of which there are few. Hailey and Byers allege that they were employed as
12 teachers by Donda Academy starting in January 2023. (SAC ¶¶ 13-14.) Meeks alleges that she was
13 a substitute teacher at Donda Academy starting in August 2022. (SAC ¶ 29.) The Donda Academy
14 was a private Christian school. (*Id.* ¶ 15.) Ye is Donda’s CEO. (*Id.* ¶ 11.)

15 Hailey and Byers allege that “throughout the entirety of their employment, [their] paychecks
16 were untimely or inaccurate.” (*Id.* ¶ 27.) Byers alleges that she never received her first paycheck.
17 (*Id.*) Hailey and Byers further allege that their “paychecks would often be short approximately
18 \$1,800.00 to \$2,700.00 per pay period.” (*Id.*) Hailey and Byers allege that they were terminated
19 and that Donda did not immediately pay them the wages they were owed upon termination. (*Id.* ¶¶
20 92-97.) Hailey and Byers do not mention what involvement, if any, Ye had in the timing and
21 amount of their wages either during their employment or after termination.

22 Hailey and Byers further allege that their wage statements were inaccurate and untimely,
23 though they fail to state what information the wage statements were missing. (*Id.* ¶¶ 103-108.)
24 Hailey and Byers allege that Ye “engaged in a pattern and practice of continuously providing
25 Plaintiffs with inaccurate and untimely wage statements[.]” (*Id.* ¶ 102.)

26 Hailey and Byers have a lot more to say about Ye’s alleged responsibility for several of
27 Donda Academy’s alleged practices regarding the school’s layout, uniforms, lunches, and overall
28 aesthetic, for example. (*Id.* ¶¶ 22, 25.) But those allegations have nothing to do with Hailey’s and
Byers’ wages or wage statements. For her part, Meeks does not make any factual allegations
against Ye.

1 **III. Legal Standard.**

2 A demurrer tests the sufficiency of a complaint. *Hernandez v. City of Pomona*, 493
3 Cal.App.4th 1492, 1497 (1996). A demurrer is properly sustained when the complaint “does not
4 state facts sufficient to constitute a cause of action.” *Bocanegra v. Jakubowski*, 241Cal.App.4th
5 848, 853 (2015); *see also Rubin v. Padilla*, 233 Cal.App.4th 1128, 1155 (2015) (“[T]o avoid
6 dismissal on demurrer, plaintiffs were required to plead facts supporting the elements of their
7 claims.”). Courts treat the demurrer as admitting all material facts properly pleaded, but not
8 contentions, deductions or conclusions of fact or law. *See Osborne v. Yasmeh*, 1 Cal. App. 5th 1118,
9 1125 (2016). Allegations that merely state legal conclusions rather than pleading facts are
10 inadequate. *See Berger v. California Ins. Guarantee Ass’n*, 128 Cal.App.4th 989, 1006 (2005);
11 *Kenneth Mebane Ranches v. Superior Court*, 10 Cal.App.4th 276, 291 (1992) (“[A]llegations
12 constituting legal conclusions are not provisionally admitted for the purposes of a demurrer”). If a
13 demurrer is sustained, the plaintiff bears the burden of proving a reasonable possibility exists to
14 cure any defect in the complaint by amendment. *Balikov v. Southern California Gas Co.*, 94
15 Cal.App.4th 816, 819-820 (2011). If a plaintiff fails to meet this burden, a demurrer should be
sustained without leave to amend. *See Hendy v. Losse*, 54 Cal.3d 723, 742-743 (1991).

16 **IV. Application.**

17 **A. Hailey’s and Byers’ Section 558.1 Claim Against Ye**

18 Hailey and Byers bring a cause of action against Ye for violation of California Labor Code
19 section 558.1. (SAC ¶¶ 98-102.) The claim is composed of five curt paragraphs. First, Hailey and
20 Byers explain the substance of Labor Code section 558.1. (*Id.* ¶ 99.) Next, they explain the
21 substance of Labor Code sections 201 and 203 and Labor Code section 226. (*Id.* ¶¶ 100-101.)
22 Although Hailey and Byers do not make this clear, because of these legal summaries, Ye assumes
23 Hailey and Byers mean to predicate their section 558.1 claim on alleged violations of Labor Code
24 sections 201 and 203 and section 226.

25 Hailey and Byers conclude their section 558.1 cause of action by stating the following:

26 \\
27 \\
28 \\

1 Defendant WEST, the founder and owner of DONDA ACADEMY, has engaged in a
2 pattern and practice of continuously providing Plaintiffs with inaccurate and
3 untimely wage statements. Accordingly, WEST has acted on behalf of DONDA
4 ACADEMY and should be held personally liable for the unpaid wages and waiting
5 time penalties of Plaintiffs.

6 (*Id.* ¶ 102.)

7 Hailey and Byers do not allege that they were employed by Ye. Typically, an employee can
8 only sue his or her employer for wage and hour violations. *See Espinoza v. Hepta Run, Inc.*, 74
9 Cal. App. 5th 44, 58 (2022), *review denied* Apr. 27, 2022. As an exception, however, California
10 Labor Code section 558.1 states that any “person acting on behalf of an employer, *who violates, or*
11 *causes to be violated* Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
12 employer for such violation.” *See* Cal. Lab. Code § 558.1(a) (emphasis added). A “person acting
13 on behalf of an employer” can include “a natural person who is an owner, director, officer, or
14 managing agent of the employer.” *Id.* § 558.1(b).

15 Labor Code section 203 punishes willful violations of section 201, which in turn—generally
16 speaking—mandates an employer to immediately pay employees wages owed upon termination.
17 *See id.* §§ 201, 203. Labor Code section 226 mandates employers to provide accurate and timely
18 wage statements to employees, dictating nine categories of information a wage statement must
19 contain. *Id.* § 226(a). That section provides a remedy to employees “suffering injury as a result of
20 a knowing and intentional failure” of an employer to comply with section 226(a). *Id.* § 226(e).

21 To be held liable as Hailey’s and Byers’ employer under Labor Code section 558.1, Ye must
22 have “violate[d] or cause[d] to be violated” Labor Code sections 201 and 203 or section 226. *See*
23 *id.* § 558.1(a). The court in *Espinoza v. Hepta Run, Inc.*, 74 Cal. App. 5th 44, 59 (2022), *review*
24 *denied* (Apr. 27, 2022), explained the standard for imposing liability under section 558.1:

25 “[I]n order to ‘cause’ a violation of the Labor Code, an individual must have
26 engaged in some affirmative action *beyond his or her status as an owner, officer*
27 *or director of the corporation...* . [T]o be held personally liable he or she must
28 have had some oversight of the company's operations or some influence on
corporate policy that resulted in Labor Code violations.”

Id. (emphasis added).

1 In accord, Federal courts frequently dismiss cases when the plaintiff relies on the
2 individual defendant’s status as an owner, director, officer, or manager of the defendant-
3 employer. *See, e.g., Carter v. Rasier-CA, LLC*, 2017 WL 4098858, at *5 (N.D. Cal. Sept.
4 15, 2017); *Roush v. MSI Inventory Serv. Corp.*, 2018 WL 3637066, at *2-3 (E.D. Cal. July
5 30, 2018); *Plaskin v. NewSight Reality, Inc.*, 2019 WL 4316255, at *4 (C.D. Cal. Apr. 30,
6 2019); *Rios v. Linn Star Transfer, Inc.*, 2020 WL 1677338, at *6 (N.D. Cal. Apr. 6, 2020).

7 The court in *Usher v. White*, 64 Cal. App. 5th 883, 896–97 (2021), *reh’g denied* (June 10,
8 2021) stated the section 558.1 standard in a similar manner to that stated in *Espinoza*:

9 “[T]o be held liable under section 558.1, [the individual] must either have been
10 personally involved in the purported violation of one or more of the enumerated
11 provisions; or, absent such personal involvement, had sufficient participation in the
12 activities of the employer, including, for example, over those responsible for the
13 alleged wage and hour violations, such that the [individual] may be deemed to have
14 contributed to, and thus for purposes of this statute, ‘cause[d]’ a violation.”

15 The court in *Usher* found as a matter of law on a motion for summary judgment that
16 the individual defendant in that case could not be held liable for certain wage and hour
17 violations where the individual defendant, despite having signed the plaintiff-employees
18 paychecks, “was not responsible for payroll, never personally prepared paychecks, did not
19 own and operate a company that prepared payroll or paychecks, and never personally
20 presented the checks to workers; and...did not create company policy with respect to
21 various wage and hour laws, including overtime pay, and how workers would be paid for
overtime[.]” *Id.* at 899.

22 Again, all that Hailey and Byers allege against Ye in their section 558.1 claim against him is
23 that he is the founder and owner of Donda and that he “has engaged in a pattern and practice of
24 continuously providing Plaintiffs with inaccurate and untimely wage statements.” (SAC ¶ 102.)
25 *Espinoza* and *Usher* make clear that Ye’s status as the owner and founder (or CEO) of Donda is not
26 enough to state a section 558.1 claim against him.

27 Hailey and Byers will no doubt rebut that they go a step further by alleging that Ye
28 “engaged in a pattern and practice of continuously providing Plaintiffs with inaccurate and untimely

1 wage statements.”¹ (SAC ¶ 102.) But that statement requires careful examination within the
2 context of the cause of action against Ye. Again, in the cause of action, Hailey and Byers state the
3 law regarding Labor Code sections 201 and 203 and section 226. Ostensibly, given the manner in
4 which the section 558.1 claim is pled, Hailey and Byers are predicating their 558.1 claim against Ye
5 on alleged violations of (1) Labor Code sections 201 and 203 and (2) Labor Code section 226. But
6 Labor Code sections 201 and 203 relate to the timely payment of wages to terminated employees.
7 Those sections have nothing to do with the timing or accuracy of wage statements. To say that Ye
8 provided Hailey and Byers with “inaccurate and untimely wage *statements*” during the course of
9 their employment is not to say that he paid Hailey and Byers late after their termination. Hailey and
10 Byers say nothing about Ye’s involvement in untimely payment of wages post-termination. In
11 other words, Hailey and Byers do not allege that Ye had any degree of involvement in any violation
12 of Labor Code sections 201 and 203. Therefore, the section 558.1 claim against Ye cannot be
13 predicated on a violation of Labor Code sections 201 and 203.

14 The Labor Code section 226 claim fares no better as a predicate for the section 558.1 claim
15 against Ye. At various points in the complaint, Hailey and Byers state what categories of
16 information section 226(a) requires. (SAC ¶¶ 101, 104.) But Hailey and Byers never allege, even
17 generally, what information was missing from their wage statements. Hailey and Byers simply
18 repeat that their wage statements were in some way “inaccurate,” with allegations like
19 “Plaintiff...was denied both her legal right to receive, and her protected interest in receiving,
20 accurate, itemized wage statements,” (*id.* ¶ 107), or that Ye provided “inaccurate and untimely
21 wage statements,” (*id.* ¶ 103). That lack of specificity is fatal to Hailey’s and Byers’ section 226
22 claim when considered in light of the injuries Hailey and Byers allege to have sustained. *See* Cal.
23 Lab. Code § 226(e) (providing remedies only to employees who have sustained an injury); *See*
24 *Price v. Starbucks Corp.*, 192 Cal.App.4th 1136, 1142–43 (2011) (“By employing the term
25 ‘suffering injury,’ the statute requires that an employee may not recover for violations of section
26 226, subdivision (a) unless he or she demonstrates an injury arising from the missing
information.”).

27 ¹ Or perhaps Hailey and Byers will point to their allegations regarding Ye’s control over the lunches served at Donda
28 Academy or school uniforms for example. (*See* SAC ¶¶ 22, 25.) But all of those allegations say nothing about Ye’s
involvement in any Labor Code violation relating to Hailey’s and Byers’ wage statements or post-termination wages.

1 Hailey and Byers allege two injuries supposedly arising from the alleged section 226
2 violation. The first injury is that they were denied their right to “receiv[e] accurate, itemized wage
3 statements.” (Compl. ¶ 87.) But missing information “standing alone is not a cognizable injury”
4 under section 226, and there needs to be some “injury arising from the missing information.” *Price*,
5 192 Cal. App. 4th at 1143. Section 226(e)(2)(B) provides that an injury can arise from missing
6 information when the employee cannot “promptly and easily determine” certain categories of
7 information from what information *is* on the wage statement. In other words, an injury arises not
8 simply when a pay statement lacks information, but when it lacks so much information that an
9 employee cannot deduce from the wage statement what he or she needs to be able to deduce by the
10 lights of section 226(e)(2)(B). *See Raines v. Coastal Pac. Food Distributors, Inc.*, 23 Cal. App. 5th
11 667, 676 (2018) (“[W]here the deficiency in the wage statement could be corrected by ‘simple
12 math,’ there is no actual injury.”). From the allegations in the complaint, Ye and the court cannot
13 begin to assess whether the allegedly missing information on Hailey’s and Byers’ wage statements
14 deprived them of the ability to ascertain the information described in section 226(e)(2)(B), because
15 they never explain exactly what information was missing. For that reason, they fail to allege an
16 injury relating to the missing information. And it should be noted that there is no informational
17 imbalance at the pleading stage at play on this issue: Hailey and Byers have their own wage
18 statements and they should be able to give even a slight indication as to why those statements were
19 so deficient as to deprive them the ability to “determine whether [they] were correctly paid and
20 what they may be owed.” *Raines*, 23 Cal.App.5th at 676.

21 The second section 226 injury that Hailey and Byers allege is that they were forced to bring
22 this lawsuit to rectify the alleged section 226 violation. Ye’s counsel has searched in vain for any
23 case stating that the very act of bringing a section 226 claim in court is a cognizable injury under
24 section 226. If that were the case, the injury requirement in section 226 would be nullified: every
25 section 226 lawsuit would involve an injury. Neither of the injuries which Hailey and Byers allege
26 are cognizable under section 226. Therefore, the section 226 claim is inadequately pled and cannot
27 serve as a predicate for the section 558.1 claim against Ye.

28 Hailey and Byers also fail to adequately plead any “knowing and intentional” violation of
section 226. *See* Cal. Lab. Code § 226(e) (providing remedies only for knowing and intentional
violations). On that point, Hailey and Byers offer a curt conclusion of law: “Plaintiff was injured

1 by DONDA ACADEMY’s intentional violation of California Labor Code 226(a).” (Compl. ¶ 87.)
2 Of course, Hailey and Byers could not begin to describe the intentionality behind Ye’s or Donda’s
3 conduct because they do not describe the conduct itself—i.e. how exactly the defendants violated
4 section 226 in the first place. For this reason as well, the section 226 claim is insufficiently pled
5 and cannot serve as a predicate for the section 558.1 claim against Ye.

6 Even assuming *arguendo* that Hailey and Byers have adequately pled a section 226
7 violation, they certainly do not adequately plead that Ye had the requisite degree of involvement in
8 such violation. *See Usher*, 64 Cal. App. 5th at 896–97; *Espinoza*, 74 Cal. App. 5th at 59. Once
9 more, other than alleging Ye’s status as an officer, Hailey and Byers allege only that Ye “engaged
10 in a pattern and practice of continuously providing Plaintiffs with inaccurate and untimely wage
11 statements.” (SAC ¶ 102.) This statement is a conclusion of law, which need not be accepted as
12 true when evaluating this demurrer. *See Osborne*, 1 Cal. App. at 1125. There is no meaningful
13 difference between Hailey’s and Byers’ allegation and stating “Ye violated section 226.” In
14 *Hayward Lumber & Inv. Co. v. Constr. Prod. Corp.*, 110 Cal. App. 2d 1, 3 (1952), the court
15 explained the difference between ultimate facts and conclusions of law:

16 Whether a finding is one of an ultimate fact or a conclusion of law depends on the
17 nature of the evidence. If, from the facts in evidence, the result can be reached by
18 that process of natural reasoning adopted in the investigation of truth, it becomes an
19 ultimate fact, to be found as such. If, on the other hand, resort must be had to the
20 artificial processes of the law, in order to reach a final determination, the result is a
21 conclusion of law.

22 *Id.* (internal quotations omitted).

23 To state that Ye provided Hailey and Byers with inaccurate and untimely wage statements is
24 a conclusion of law because what is “inaccurate” and “untimely” cannot be determined without
25 reference to Labor Code section 226, which mandates the timing and content of wage statements.
26 In other words, to arrive at the conclusion that Hailey and Byers allege would involve “the artificial
27 processes of the law.” *See Hayward*, 110 Cal. App. 2d at 3.

28 To sum, the complaint fails to adequately plead a section 558.1 violation with respect to Ye
because (1) Ye’s status as a corporate officer is insufficient to state a claim under section 558.1; (2)
Hailey and Byers allege no facts bearing on Ye’s involvement in any violation of sections 201 and

1 203; (3) Hailey and Byers do not adequately allege a section 226 violation; and (4) even if a section
2 226 violation is adequately alleged, Hailey’s and Byer’s description of Ye’s involvement in that
3 violation is a mere conclusion of law that need not be deemed true.

4 **B. Plaintiffs’ PAGA Claim**

5 Hailey, Byers, and Meeks bring a cause of action under Labor Code sections 2698, *et seq.*
6 (“PAGA”) against Ye and Donda Academy. PAGA permits an “aggrieved employee” to bring a
7 civil action on behalf of his or herself and other employees to enforce “any provision of [the Labor
8 Code] that provides for a civil penalty to be assessed and collected by the Labor and Workforce
9 Development Agency[.]” Cal. Lab. Code § 2699(a). PAGA defines an “aggrieved employee” as a
10 person “who was *employed by the alleged violator* and against whom one or more of the alleged
11 violations was committed.” *Id.* § 2699(c) (emphasis added). Plaintiffs have not adequately alleged
12 that they are “aggrieved employees” vis-à-vis Ye, because they have not alleged that Ye employed
13 them.

14 Meeks has not alleged that she was employed by Ye. She alleges that she worked as a
15 substitute teacher for Donda Academy. (SAC ¶¶ 39-45.) Unlike Byers and Hailey, Meeks brings
16 no section 558.1 claim against Ye, nor does she plead any other basis for treating Ye as her
17 employer. And Meeks does not allege that Ye committed or caused to be committed any Labor
18 Code violation against her. Therefore, Meeks cannot pursue her PAGA Claim against Ye.

19 As for Hailey and Byers, for the reasons stated above, they have not adequately pled that Ye
20 violated or caused to be violated Labor Code sections 201 and 203 or section 226, such that Ye
21 cannot be “held liable as [Hailey’s and Byers’] employer for such violation[s]” pursuant to Labor
22 Code section 558.1. If Ye cannot be treated as Hailey’s and Byers’ employer pursuant to Labor
23 Code section 558.1, then Hailey and Byers cannot be treated as “aggrieved employees” with respect
24 to Ye, because they have not adequately pled that Ye employed them. Even if Ye can be held liable
25 as the employer for violations of Labor Code section 201 and 203 or section 226 pursuant to Labor
26 Code section 558.1, counsel is aware of no authority stating that an individual officer or execute
27 liable as the employer under section 558.1 can be treated as an employer with respect to a claim
28 under PAGA.

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C. Leave to Amend

The court should not stop at sustaining this demurrer but should dismiss the action against Ye without leave to amend. Plaintiffs have the burden of “saying [something] about how [they] would propose to amend the complaint to state a cause of action.” *Ass'n of Cmty. Organizations for Reform Now v. Dep't of Indus. Rels.*, 41 Cal. App. 4th 298, 302 (1995). Plaintiffs will not be able to do so because they have no good faith basis for asserting that Ye had any meaningful involvement in the Labor Code violations that they allege. Plaintiffs’ counsel has had ample opportunity to review and consider the points made in this demurrer before filing the Second Amended Complaint after having reviewed Ye’s demurrer to the Original Complaint and his demurrer to the First Amended Complaint, both of which made the same points made herein. And yet, Plaintiffs have relied on the same barebones allegations against Ye with each amendment. Plaintiffs should not be given another chance to amend.

V. Conclusion.

For the foregoing reasons, Ye’s demurrer to Plaintiffs’ sixth and eighth causes of action should be sustained without leave to amend.

DATE: December 1, 2023

WEEKS NELSON

/s/ Gregory N. Suhr
Gregory N. Suhr
Attorney for Defendant Ye (f/k/a Kanye West)

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DECLARATION OF GREGORY SUHR

I, GREGORY SUHR, declare as follows:

1. I am an attorney licensed to practice before all Courts in the State of California. I am an attorney with the law office of Weeks Nelson, the attorney of record for Defendant Ye (f/k/a Kanye West) in this action.
2. I have personal knowledge of the matters discussed herein. If called upon as a witness, I could and would competently testify thereto.
3. I submit this declaration pursuant to Code of Civil Procedure, §430.41.
4. I met and conferred with Plaintiffs’ counsel via email regarding Ye’s demurrer. The parties were unable to resolve the issues raised in Ye’s demurrer through the meet and confer process. Therefore, Ye is filing a demurrer for the Court’s consideration.
5. Via email, Plaintiffs’ counsel granted Ye and Donda Academy an extension to file a response to the Second Amended Complaint until December 6, 2023.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED this 1st day of December, 2023 in San Diego, California.

/s/ Gregory N. Suhr
Gregory N. Suhr

