JUDGE GARDEPHE

13 CIV 4449

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KYLE GRANT, individually and on behalf of other persons similarly situated who were employed by WARNER MUSIC GROUP CORP. and ATLANTIC RECORDING CORPORATION,

Plaintiffs,

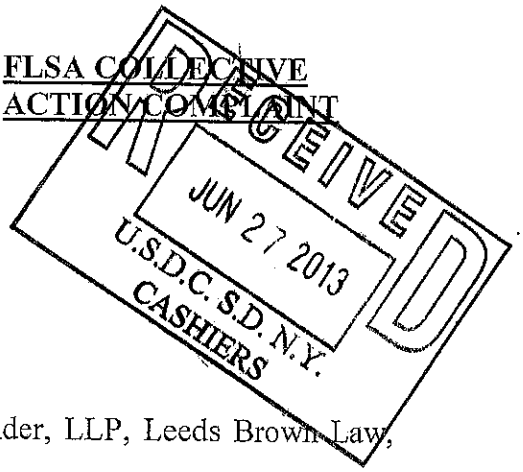
- against -

WARNER MUSIC GROUP CORP., and ATLANTIC RECORDING CORPORATION,

Defendants.

Case No.

FLSA COLLECTIVE ACTION COMPLAINT



The Named Plaintiff, by his attorneys Virginia & Ambinder, LLP, Leeds Brown Law, P.C., and Maurice S. Pianko, Esq., alleges upon knowledge to himself and upon information and belief as to all other matters as follows:

PRELIMINARY STATEMENT

1. This action is brought pursuant to the Fair Labor Standards Act (hereinafter referred to as "FLSA"), 29 U.S.C. §§ 207 and 216(b), to recover unpaid minimum wages and overtime wages owed to Plaintiff and all similarly situated persons who are presently or were formerly employed by WARNER MUSIC GROUP CORP. and ATLANTIC RECORDING CORPORATION and/or any other entities affiliated with or controlled by WARNER MUSIC GROUP CORP. and ATLANTIC RECORDING CORPORATION (hereinafter collectively as "Defendants").

2. Beginning in approximately June 2010 and, upon information and belief, continuing through the present, Defendants have wrongfully withheld wages from Plaintiff and other similarly situated individuals who worked for Defendants.

3. Beginning in approximately June 2010 and, upon information and belief,

continuing through the present, Defendants have wrongfully classified Plaintiff and others similarly situated as exempt from minimum and overtime wages.

4. Beginning in approximately June 2010 and, upon information and belief, continuing through the present, Defendants have failed to provide compensation at the statutory minimum wage rate for all hours worked.

5. Beginning in approximately June 2010 and, upon information and belief, continuing through the present, Defendants have failed to provide overtime compensation to its employees for all hours worked in excess of 40 hours each week.

6. Plaintiff has initiated this action seeking for himself, and on behalf of all similarly situated employees, all compensation, including minimum wage and overtime compensation, which they were deprived of, plus interest, damages, attorneys' fees and costs.

JURISDICTION

7. Jurisdiction of this Court is invoked pursuant to FLSA, 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 and 1337.

VENUE

8. Venue for this action in the Southern District of New York under 28 U.S.C. § 1391(b) is appropriate because a substantial part of the events or omissions giving rise to the claims occurred in the Southern District of New York.

THE PARTIES

9. Plaintiff KYLE GRANT is an individual who is currently a resident of New York, New York.

10. Plaintiff was employed by Defendants from approximately August 2012 through April 2013.

11. Although the Defendants misclassified Plaintiff and other members of the putative collective as unpaid interns, Plaintiff is a covered employee within the meaning of the NYLL.

12. Upon information and belief, Defendant Warner Music Group Corp. is a business corporation organized and existing under the laws of Delaware and headquartered in the State of New York, with its principal place of business at 75 Rockefeller Plaza, New York New York 10019, and is engaged in the music recording and publishing business.

13. Upon information and belief, Defendant Atlantic Recording Corporation is a business corporation organized and existing under the laws of Delaware and headquartered in the State of New York, with its principal place of business at 75 Rockefeller Plaza, New York New York 10019, and is engaged in the music recording and publishing business.

14. Defendants engage in interstate commerce, produce goods for interstate commerce, and/or handle, sell, or work on goods or materials that have been moved in or produced for interstate commerce.

15. Upon information and belief, Defendants' annual gross volume of sales made or business done is not less than $500,000.

COLLECTIVE ALLEGATIONS

16. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 through 15 hereof.

17. This action is properly maintainable as a collective action pursuant to FLSA, 29 U.S.C. § 216(b).

18. This action is brought on behalf of the Plaintiff and a collective consisting of similarly situated employees who worked for the Defendants as interns, and were thus misclassified as exempt from minimum wage and overtime requirements.

19. Plaintiff and potential plaintiffs who elect to opt-in as part of the collective action are all victims of the Defendants' common policy and/or plan to violate the FLSA by (1) failing to pay all earned wages; (2) misclassifying Plaintiff and members of the putative collective as exempt from minimum wage and overtime compensation; (3) failing to provide minimum wages for work performed; and (4) failing to provide overtime wages, at a rate of one and one half times the regular rate of pay, for all hours worked in excess of 40 hours in any given week pursuant to 29 U.S.C. § 207.

20. The putative collective is so numerous that joinder of all members is impracticable. The size of the putative collective is believed to be in excess of 1000 employees. In addition, the names of all potential members of the putative collective are not known.

21. The claims of the Plaintiff are typical of the claims of the putative collective. The Plaintiff and putative collective members were all subject to Defendants' policies and willful practices of failing to pay employees all earned minimum and overtime wages. Plaintiff and putative collective members thus have sustained similar injuries as a result of the Defendants' actions.

22. Upon information and belief, Defendants uniformly apply the same employment policies, practices, and procedures to all interns who work at Defendants' locations throughout the United States.

23. The Plaintiff and their counsel will fairly and adequately protect the interests of the putative collective. Plaintiff has retained counsel experienced in complex wage and hour collective and class action litigation.

24. A collective action is superior to other available methods for the fair and efficient adjudication of this controversy. The individual Named Plaintiff and putative collective lack the

financial resources to adequately prosecute separate lawsuits against Defendants. Furthermore, the damages for each individual are small compared to the expense and burden of individual prosecution of this litigation. Finally, a collective action will also prevent unduly duplicative litigation resulting from inconsistent judgments pertaining to the Defendants' policies.

FACTS

25. Upon information and belief, beginning in or around June 2010, the Defendants employed Plaintiff and members of the putative collective to perform various office tasks, such as answering telephones, making photocopies, making deliveries, creating lists, preparing coffee, getting lunch for paid employees, running personal errands for paid employees, and other similar duties.

26. Defendants did not provide any compensation to Plaintiff and members of the putative collective for the hours worked.

27. Defendants have benefitted from the work that Plaintiff and members of the putative collective performed.

28. Defendants would have hired additional employees or required existing staff to work additional hours had Plaintiff and the members of the putative collective not performed work for Defendant.

29. Defendants did not provide academic or vocational training to Plaintiff or members of the putative collective.

30. Defendants' unlawful conduct has been pursuant to a corporate policy or practice of minimizing labor costs by denying Plaintiff and members of the putative collective wages in violation of the FLSA.

31. Defendants' unlawful conduct, as set forth in this Complaint, has been intentional,

willful, and in bad faith, and has caused significant damages to Plaintiff and members of the putative collective.

32. Upon information and belief, while working for Defendants, the Plaintiff and members of the putative collective were regularly required to perform work for Defendants, without receiving minimum wages for all hours worked.

33. Upon information and belief, while working for Defendants, the Plaintiff and members of the putative collective were regularly required to perform work for Defendants without receiving overtime compensation, although they routinely worked in excess of 40 hours each week.

34. Plaintiff Kyle Grant was employed by Defendants from August 2012 through April 2013.

35. Throughout the course of his employment, Plaintiff typically worked five days each week, routinely 8 to 10 hours per day

36. During Plaintiff's term of employment, his duties primarily consisted of answering telephones, making photocopies, making deliveries, creating lists, preparing coffee, getting lunch for paid employees, running personal errands for paid employees, and other similar duties.

37. Plaintiff typically worked more than 40 hours each week, yet did not receive overtime wages.

38. Plaintiff was not paid any wages, and thus was not compensated at a rate in compliance with the statutory minimum wage rate.

FIRST CAUSE OF ACTION AGAINST DEFENDANTS:
FLSA MINIMUM WAGE COMPENSATION

39. Plaintiff repeats and re-alleges the allegations set forth in paragraph 1 through 38 hereof.

40. Pursuant to 29 U.S.C. § 206, "Every employer shall pay to each of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, wages at the following rates: (1) except as otherwise provided in this section, not less than -- (A) $5.85 an hour, beginning on the 60th day after May 25, 2007; (B) $6.55 an hour, beginning 12 months after that 60th day; and (C) $7.25 an hour, beginning 24 months after that 60th day [July 24, 2009]."

41. WARNER MUSIC GROUP CORP., and ATLANTIC RECORDING CORPORATION are employers within the meaning contemplated under U.S.C. § 203(d).

42. Plaintiff and other members of the putative collective action are employees, within the meaning contemplated, pursuant to 29 U.S.C. § 203(e).

43. Plaintiff and other members of the putative collective action, during all relevant times, engaged in commerce or in the production of goods for commerce, or were employed in an enterprise engaged in commerce or in the production of goods for commerce.

44. None of the exemptions of 29 U.S.C. § 213 applies to Plaintiff or other similarly situated employees.

45. Upon information and belief, Defendants violated the FLSA by failing to pay Plaintiff and other members of the putative collective action minimum wages for hours worked in any given week.

46. Upon information and belief, the failure of Defendants to pay Plaintiff and other members of the putative collective action their rightfully-owed wage was willful.

47. By the foregoing reasons, Defendants are liable to Plaintiff and members of the putative collective action in an amount to be determined at trial, plus liquidated damages in the amount equal to the amount of unpaid wages, interest and attorneys' fees and costs.

SECOND CAUSE OF ACTION AGAINST DEFENDANTS:
FLSA OVERTIME COMPENSATION

48. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 through 47 hereof.

49. Pursuant to 29 U.S.C § 207, "no employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed."

50. Upon information and belief, Defendants violated the FLSA by failing to pay Plaintiff and other members of the putative collective action overtime wages at a rate of one and one-half times the normal rate of pay for all hours worked over 40 in any given week.

51. Upon information and belief, the failure of Defendants to pay Plaintiff and other members of the putative collective action their rightfully owed wages was willful.

52. By the foregoing reasons, Defendants are liable to Plaintiff and members of the putative collective action in an amount to be determined at trial, plus liquidated damages in the amount equal to the amount of unpaid wages, interest, attorneys' fees and costs.

WHEREFORE, the Plaintiff, individually and on behalf of all other persons similarly situated who were employed by WARNER MUSIC GROUP CORP. and/or ATLANTIC RECORDING CORPORATION, seeks the following relief:

(1) on the first cause of action, against Defendants in an amount to be determined at trial, plus liquidated damages in the amount equal to the amount of unpaid wages, interest, attorneys' fees and costs,

(2) on the second cause of action, against Defendants in an amount to be determined at trial, plus liquidated damages in the amount equal to the amount of unpaid wages, interest, attorneys' fees and costs,

(3) together with such other and further relief the Court may deem appropriate.

Dated: New York, New York
June 27, 2013

VIRGINIA & AMBINDER, LLP

By: _____

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Attorneys for Plaintiff and putative collective

CONSENT TO JOIN COLLECTIVE ACTION FOR UNPAID WAGES

By signing below, I wish to participate in a lawsuit to recover any unpaid wages that may be owned to me under the Federal Fair Labor Standards Act against Warner Music/Atlantic Records

I hereby appoint Lloyd Ambinder of the law firm of Virginia & Ambinder, LLP 111 Broadway, New York, NY 10006, Room 1403, telephone (212) 943-9080 and Jeff Brown of the law firm of Leeds, Morelli & Brown, P.C., One Old Country Road, Suite 347, Carle Place, NY 11514 (516) 873-9550 as my attorneys.

Name (Print) Kyle Anthony Grant

Address [redacted]

City [redacted] Zip Code [redacted] Apt. [redacted]

Telephone [redacted]

E-Mail [redacted]

SIGNATURE: [signature] DATE: 6/20/13