

BOHM LAW GROUP, INC.
5205 KEARNY VILLA WAY, SUITE 105
SAN DIEGO, CALIFORNIA 92123

1 Lawrance A. Bohm (SBN: 208716)
2 Kelsey K. Ciarimboli (SBN: 302611)
3 Rachael E. Sauer (SBN: 308549)
4 **BOHM LAW GROUP, INC.**
5 5205 Kearny Villa Way, Suite 105
6 San Diego, California 92123
7 Telephone: 866.920.1292
8 Facsimile: 916.927.2046

9 Attorneys for Plaintiff,
10 LENA ZAWAIDEH

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

LENA ZAWAIDEH,

Plaintiff,

v.

SHAUN WHITE ENTERPRISES, INC., a
California corporation, FASTER THAN THE
MUSIC, LLC, a California limited liability
company, BAD THINGS TOURING, INC., a
California corporation, SHAUN WHITE,
individually, DOE CORPORATIONS 1-10,
and DOES 1-50; and DOES 1-50,

Defendants.

Case No: 37-2016-00015390-CU-IP-CTL

**PLAINTIFF'S VERIFIED FIRST
AMENDED COMPLAINT FOR
DAMAGES:**

1. Sexual Harassment (Civil Code section 51.9)
2. Wrongful Termination in Violation of Public Policy (Adverse Action in Violation of Public Policy)
3. Nonpayment of Wages
4. Violation of California Fair Pay Act (Lab. Code § 1197.5)
5. Violation of Lab. Code §§ 201, 203, & 204
6. Violation of Lab. Code §§ 98.6 & 1102.5
7. Violation of Lab. Code §§ 510 & 1194
8. Violation of Lab. Code §§ 226.7 & 512
9. Violation of Lab. Code § 226
10. Breach of Contract
11. Breach of Implied Covenant of Good Faith and Fair Dealing
12. Fraud/Intentional Misrepresentation
13. Negligent Misrepresentation
14. False Promise
15. Violation of Bus. & Prof. Code § 17200, *et seq.*

*Assigned for All Purposes to
Hon. Timothy Taylor, Dept. C-72*

Action Filed: May 10, 2016

1 Plaintiff, LENA ZAWAIDEH, respectfully submits the instant Verified First Amended
2 Complaint for Damages and Demand for Jury Trial and alleges as follows:

3 **CASE OVERVIEW**

4 The world knows Shaun White as an Olympian, X Games legend, winner of 10 ESPY
5 Awards, and the face of modern extreme sports. In addition to his achievements in the sporting
6 world, White is also the founder, lead guitarist and public face of the young rock band Bad Things.
7 However, the public face of Shaun White hides a darker, misogynistic personality.

8 Lena Zawaideh, the only female member in Bad
9 Things, learned the darker side of Shaun White when he
10 repeatedly sexually harassed her and forced his authoritarian
11 management style on her for over seven years. White sent
12 sexually explicit and graphic images to Zawaideh of engorged
13 and erect penises, forced her to watch sexually disturbing
14 videos, including videos sexualizing human fecal matter, and



15 made vulgar sexual remarks to her such as, “Don’t forget to suck his balls!” when commenting on
16 her boyfriend. At one point, White stuck his hands down his pants, approached Zawaideh, and
17 stuck his hands in her face trying to make her smell them. As the financier of Bad Things, White
18 used his role to impose a strict regime over Zawaideh, going so far as to demand that she cut her
19 hair, wear sexually revealing clothes and underwear, and refrain from wearing red lipstick—her
20 own personal signature.

21 In January 2014, Shaun White ceased paying the members of Bad Things in an effort to
22 “cut costs.” However, White shortly reinstated the payments to everyone—except Zawaideh—
23 when the band could not rehearse to White’s satisfaction because of their day jobs. White told the
24 other members of the band that he was refusing to pay Zawaideh because he believed she “did not
25 need the money.” At the time, Zawaideh was the only female member of the band.

26 The night before Bad Things’ last show of their 2014 tour, Shaun White texted Zawaideh
27 and demanded that she cut her hair “in a new style at shoulder or above but keep your bangs.”
28 Zawaideh refused to cut her hair because her image was extremely important to her. White was

1 furious that his demand was not followed and refused to talk to Zawaideh the entire next day. He
2 even demeaned her in interviews later that night.

3 At the end of Bad Things' 2014 tour, Zawaideh went home with the assumption that she
4 was still a member of the band. After not hearing from White for some time, Zawaideh was
5 informed by another Bad Things member that the band continued to rehearse and perform without
6 her. Zawaideh then received a phone call from the band's new manager who told her that "after
7 some consideration," White decided to part ways with her. Zawaideh was never told why she was
8 no longer a member of the band. She also never received any of her contractual payments for 2014.

9 PARTIES AND JURISDICTION

10 1. Plaintiff, LENA ZAWAIDEH
11 ("ZAWAIDEH" or "Plaintiff"), was at all times relevant
12 to this action, a recruit, employee or wrongfully
13 terminated employee of Defendants SHAUN WHITE
14 ENTERPRISES, INC., FASTER THAN THE MUSIC,
15 LLC, BAD THINGS TOURING, INC., and SHAUN WHITE (collectively "Defendants").
16 ZAWAIDEH is a talented musician, songwriter and vocalist who began playing music at the age
17 of nine. From 2011 to 2014, ZAWAIDEH was the drummer-vocalist for Bad Things, an American
18 electronic rock band composed of former singer Davis LeDuke, bassist and former Augustana
19 member Jared Palomar, guitarist Anthony Sanudo, and guitarist Shaun White. While employed by
20 Defendants, and at all times relevant to this action, Plaintiff resided in San Diego County,
21 California.



22 2. Defendant SHAUN WHITE ("WHITE") was at all
23 times relevant to this action, an individual residing in San Diego
24 County, California. WHITE is an American professional
25 snowboarder and skateboarder. Known as the "Flying Tomato,"
26 WHITE is a two-time Olympic gold-medalist and X Games
27 legend. In 2011, WHITE formed the band Bad Things. Defendant
28 was at all times a relevant employer as defined by Government



1 Code section 12926, subsection (d).

2 3. Defendant SHAUN WHITE
3 ENTERPRISES, INC. (“SWE”) was at all times
4 relevant to this action, a California Corporation with its
5 principal place of business located at 1880 Century
6 East, Suite 1600, Los Angeles, California 90067. SWE



7 was, at all times relevant to this action, engaged in the business of entertainment in the State of
8 California. Defendant was at all times a relevant employer as defined by Government Code section
9 12926, subsection (d).

10 4. Defendant FASTER THAN THE MUSIC, LLC (“FTTM”) was at all times relevant
11 to this action, a California Corporation with its principal place of business located at 1800 Century
12 Park East, Suite 1000, Los Angeles, California 90067. FTTM was, at all times relevant to this
13 action, engaged in the business of entertainment in the State of California. Defendant was at all
14 times a relevant employer as defined by Government Code section 12926, subsection (d).

15 5. Defendant BAD THINGS TOURING, INC. (“BD TOURING”) was at all times
16 relevant to this action, a California Corporation with its principal place of business located at 1800
17 Century Park East, Suite 1600, Los Angeles, California 90067. BD TOURING was, at all times
18 relevant to this action, engaged in the business of entertainment in the State of California.
19 Defendant was at all times a relevant employer as defined by Government Code section 12926,
20 subsection (d).

21 6. Venue and jurisdiction are proper because the majority of the events giving rise to
22 this action took place in San Diego County; Defendants were doing business in San Diego County;
23 Plaintiff’s employment was entered into in San Diego County; Plaintiff worked for Defendants in
24 San Diego County; the damages sought exceed the jurisdictional minimum of this Court; and the
25 majority of witnesses and events occurred in San Diego County.

26 7. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein
27 as DOES 1 through 50. Defendants Does 1 through 50 are sued herein under fictitious names
28 pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes, and on that

1 basis alleges, that each Defendant sued under such fictitious names is in some manner responsible
2 for the wrongs and damages as alleged herein. Plaintiff does not at this time know the true names
3 or capacities of said Defendants, but prays that the same may be inserted herein when ascertained.

4 8. At all times relevant, each and every Defendant was an agent and/or employee of
5 each and every other Defendant. In doing the things alleged in the causes of action stated herein,
6 each and every Defendant was acting within the course and scope of this agency or employment,
7 and was acting with the consent, permission, and authorization of each remaining Defendant. All
8 actions of each Defendant as alleged herein were ratified and approved by every other Defendant
9 or their officers or managing agents.

10 **STATEMENT OF FACTS**

11 9. In or about October 2007, ZAWAIDEH was introduced to WHITE through her
12 family friends when wildfires in the Rancho Santa Fe area forced them to evacuate to Carlsbad,
13 California. Plaintiff's family owned a home in the Carlsbad area. During the evacuation,
14 ZAWAIDEH's friend, Gia Sachs (hereinafter "Sachs"), brought WHITE over to ZAWAIDEH's
15 house to play music with her and her brother, Mazen. At the time, WHITE was dating Sachs'
16 cousin.

17 10. Throughout the evacuation, ZAWAIDEH, Mazen, Sachs, and WHITE "jammed"
18 together multiple times. At the time, Plaintiff was a junior in high school and did not plan to make
19 a career out of music. Instead, Plaintiff planned to become a doctor with her heart set on attending
20 medical school at Harvard University.

21 11. During October and November 2007, WHITE continuously called ZAWAIDEH,
22 trying to lure her into practicing and playing with him and her friend, Sachs, more often.
23 ZAWAIDEH started ignoring WHITE's calls so she could focus on school. When WHITE could
24 not reach ZAWAIDEH, he began calling her mother.

25 12. In or about November 2007, under information and belief, WHITE sent
26 ZAWAIDEH's family friend to speak with ZAWAIDEH's mother to convince her to have
27 ZAWAIDEH return WHITE's calls. ZAWAIDEH's mother replied that she would discuss it with
28 ZAWAIDEH.

1 13. Shortly thereafter, ZAWAIDEH gave in to WHITE’s demands and began
2 “jamming” with him again. WHITE went over to ZAWAIDEH’s house approximately twice per
3 week to “jam” for a few hours each time. However, ZAWAIDEH continued to put the majority of
4 her time and focus on school, and not on playing music with WHITE.

5 14. In or about the beginning of 2008, WHITE continued to pressure ZAWAIDEH to
6 come and play music with him more often and formally create a band. Eventually, Plaintiff agreed,
7 and WHITE formed a band consisting of ZAWAIDEH on drums, WHITE on guitar, and Sachs on
8 guitar. After a few months, WHITE brought in Trevor Vieweg (hereinafter “Vieweg”) on bass and
9 Anthony Sanudo (hereinafter “Sanudo”) as vocalist.

10 15. In or about mid-2008, WHITE organized sessions for the band at Red Bull Studios
11 in Santa Monica, California, to record some of their songs. WHITE presented ZAWAIDEH with
12 a one-page agreement which provided for payment of \$1,050 in exchange for ZAWAIDEH
13 releasing all her rights to the “recorded performances and related creative contributions” of the
14 songs the band recorded. WHITE presented other members of the band with a similar contract.

15 16. Shortly thereafter, Sachs approached WHITE and asked to be paid more than what
16 was being offered in the contract. As a result, under information and belief, WHITE fired Sachs
17 from the band. After seeing what happened to Sachs, ZAWAIDEH accepted WHITE’s contract
18 and payment because she did not want to be fired.

19 17. Throughout 2008 and 2009, ZAWAIDEH, WHITE and the other band members
20 continued to practice approximately two times per week for a few hours each time. The band also
21 began to write and compose original songs, and record them at Vieweg’s house.

22 18. During these band practices, WHITE consistently acted inappropriately around
23 ZAWAIDEH by making sexual and vulgar comments to her. WHITE would constantly refer to
24 ZAWAIDEH as “bitch” and show her sexually explicit images and videos. For example, at one
25 point, WHITE yelled out to ZAWAIDEH, “Hey, have you seen this video?!” WHITE then
26 proceeded to show ZAWAIDEH the “Shake That Bear” video on his computer. “Shake That Bear”
27 is a disturbing video of a couple killing a bear and then having sex on top of it. Another time,
28 WHITE called ZAWAIDEH over and forced her to watch “Church of Fudge.” “Church of Fudge”

1 is a video where the viewer is subjected to hardcore porn involving a priest, a nun and fecal matter.
2 This behavior made ZAWAIDEH feel extremely uncomfortable. However, ZAWAIDEH would
3 acquiesce because she did not want to cause problems in the band or be terminated. ZAWAIDEH
4 was only seventeen or eighteen years old at the time. WHITE was twenty-two or twenty-three
5 years old.

6 19. In or about mid-2009, WHITE pressured ZAWAIDEH to move to Los Angeles,
7 California, so the band could practice more often. As a result, ZAWAIDEH ultimately attended a
8 college in Los Angeles, California, due to WHITE's pressure to move there.

9 20. In or about late 2009, WHITE organized another session for the band at Red Bull
10 Studios in Santa Monica, California, to record a song to use on WHITE's skateboarding
11 videogame, *Poor Hellions*. WHITE paid the band members a fee for the use of this song in his
12 videogame.

13 21. In or about late 2009, shortly after recording the song for his skateboarding
14 videogame, WHITE and the other band members organized a night out at a local club in Los
15 Angeles. WHITE snuck ZAWAIDEH into the club because she was only nineteen years old at the
16 time. While partying in the club, WHITE took a bottle of vodka, shoved the bottle of vodka into
17 ZAWAIDEH's mouth, and forced her to chug the vodka. WHITE proceeded to laugh at this while
18 ZAWAIDEH was shocked by the unwelcome advance.

19 22. Later that evening, WHITE continued his drunken and vulgar behavior around
20 ZAWAIDEH. After leaving the club, WHITE, ZAWAIDEH and the other band members got into
21 a cab to return to their parked cars. In the cab ride, WHITE started insulting the cab driver. WHITE
22 called the cab driver a "cock sucker" at least ten times, and yelled to the cab driver, "you suck dick
23 for a living!" This vulgar behavior made ZAWAIDEH extremely uncomfortable.

24 23. After exiting the cab, WHITE continued his inappropriate behavior by smashing a
25 bottle on the ground when a passerby called him "washed up." WHITE uncontrollably started
26 screaming and became volatile. WHITE continued to exhibit similar volatile behavior around
27 ZAWAIDEH when he drank alcohol.

28 ///

1 24. In or about 2009 and 2010, the band began practicing approximately three times
2 per week for multiple hours at each practice. The band continued to collaborate with each other to
3 write and compose songs.

4 25. In or about 2010, WHITE began texting ZAWAIDEH sexually explicit images. For
5 example, WHITE texted pictures of naked men with engorged and erect penises and videos of
6 vulgar sex acts. WHITE’s actions made ZAWAIDEH extremely uncomfortable; however, she
7 continued to acquiesce since she did not want to cause issues in the band or be fired by WHITE.
8 (Attached hereto as **Exhibit A** are true and correct copies of text messages sent from Shaun White
9 to Lena Zawaideh.)

10 26. In or about October 2010, WHITE threw a Halloween party at his house and invited
11 ZAWAIDEH. At this Halloween party, WHITE became intoxicated, came up to ZAWAIDEH,
12 and tried to kiss her on the mouth. ZAWAIDEH rebuffed WHITE’s advances and put her arms up
13 to stop him from kissing her. ZAWAIDEH told WHITE, “No,” and walked away. ZAWAIDEH
14 left the party shortly after this incident.

15 27. In or about late 2010, WHITE hired Ron Laffitte (hereinafter “Laffitte”) of
16 Hollywood, California, to manage the band. Laffitte was responsible for introducing the band
17 members to Rob Cavallo, who later expressed interest in signing the band to the Warner Bros.
18 music label.

19 28. During this time, WHITE continued to make inappropriate and vulgar sexual
20 comments around and to ZAWAIDEH. WHITE also continued to show ZAWAIDEH sexually
21 explicit videos and text her sexually explicit images. WHITE would laugh at these videos, and
22 ZAWAIDEH would say “Eww” and walk away without laughing. WHITE knew this made
23 ZAWAIDEH uncomfortable, but he continued this behavior.

24 29. Further, WHITE would often ask ZAWAIDEH inappropriate questions about her
25 sex life or make inappropriate comments about her sex life. For example, at one point during this
26 time when ZAWAIDEH was dating her boyfriend, WHITE commented to ZAWAIDEH, “Don’t
27 forget to suck his balls!”

28 ///

1 30. In or about March 2011, WHITE fired bassist Trevor Vieweg and kicked him out
2 of the band.

3 31. On or about March 10, 2011, the band met at SWE’s attorney’s offices and signed
4 a formal agreement with SWE. At this time, the band members consisted of ZAWAIDEH as
5 drummer and backing vocalist, WHITE as guitarist, Sanudo as guitarist, Jared Palomar (hereinafter
6 “Palomar”) as bassist and Garrett English (hereinafter “English”) as a vocalist. During this
7 meeting, WHITE named the band: “Bad Things.” The agreement ZAWAIDEH signed provided
8 to pay her a retainer of \$3,750 per month, in two monthly installments of \$1,875, in exchange for
9 her services as a musician, musical performer and vocalist with the band. This agreement also
10 provided to pay ZAWAIDEH record and video profits as a royalty pro-rata share, based on the
11 number of band members performing, of fifty-percent of the net record profits actually paid and
12 received by SWE. Further, the agreement provided to pay ZAWAIDEH a pro-rata share of tour
13 profits, retail merchandising profits and publishing income. Still further, this agreement provided
14 that ZAWAIDEH could only perform exclusively for SWE, and SWE and/or WHITE had the right
15 to control all matters related to the band, including those involving artistic taste and judgment. All
16 other Bad Things members received the same agreement during this meeting. The members of Bad
17 Things, including ZAWAIDEH, accepted this agreement. (Attached hereto as **Exhibit B** is a true
18 and correct copy of this agreement.)

19 32. Also in or about March 2011, under information and belief, WHITE instructed the
20 band’s manager, Laffitte, to pressure ZAWAIDEH to drop out of college and focus solely on the
21 band. However, ZAWAIDEH refused to drop out of college.

22 33. Throughout 2011, Bad Things practiced, collaborated and wrote songs together.
23 The band practiced approximately three to four times per week, with many of the practices lasting
24 from 4:00 p.m. through 2:00 a.m. ZAWAIDEH participated in these practices by writing
25 harmonies, singing and drumming.

26 ///

27 ///

28 ///

1 34. In or about November 2011, WHITE fired long-time member of the band, English.
2 After WHITE terminated English, ZAWAIDEH took over the majority of the song writing for Bad
3 Things. For example, during this time, ZAWAIDEH wrote and composed *Saturday Night*, a song
4 later released on Bad Things' debut album.

5 35. In or about November 2011, ZAWAIDEH became ill with epidemic
6 keratoconjunctivitis, an extremely contagious virus similar to pink eye. Despite ZAWAIDEH's
7 contagious illness, WHITE forced her to come to practice. As a result, ZAWAIDEH practiced with
8 a patch over her eye and sunglasses on.

9 36. In or about December 2011, Bad Things began auditioning for English's
10 replacement. The band auditioned Davis LeDuke (hereinafter "LeDuke"), and he was hired as Bad
11 Things' lead vocalist.

12 37. In or about 2012, SWE signed a recording agreement with Warner Bros. for the
13 members of Bad Things. However, the members were not provided a copy of this agreement even
14 though they were required to sign it.

15 38. In or about the spring of 2012, ZAWAIDEH gave in to WHITE's demands and
16 took time off from college to devote all of her time to Bad Things, their practices and promotional
17 opportunities.

18 39. In or about the spring of 2012, WHITE became critical of ZAWAIDEH's
19 appearance. WHITE made snide and disapproving remarks about the clothes ZAWAIDEH wore.

20 40. In or about April 2012, WHITE demanded that the Bad Things members move to
21 New York City, New York, because he wanted to live there. Due to their contract, the band was
22 forced to move to New York City with WHITE from approximately April 2012 through June 2012.

23 41. While in New York City, the band was out one night and WHITE was extremely
24 intoxicated. While WHITE, ZAWAIDEH and the other members were in a cab, WHITE made
25 snide remarks at ZAWAIDEH and threatened to fire her. This made everyone in the cab, including
26 ZAWAIDEH, extremely uncomfortable.

27 42. During this time, WHITE and SWE continued to pay the Bad Things members,
28 including ZAWAIDEH, \$3,750 per month per their agreements.

1 43. In or about 2013, WHITE began consistently practicing and training for the Winter
2 Olympics in 2014. WHITE trained in Lake Tahoe, California, or in Park City, Utah.

3 44. During this time, WHITE demanded that the Bad Things members follow him
4 around to his snowboarding training so the band could continue practicing.

5 45. In or about 2013, WHITE continued to act inappropriately around ZAWAIDEH.
6 For example, one time when the band was practicing, WHITE stuck his hands down his pants,
7 approached ZAWAIDEH, and stuck his hands in her face trying to make her smell them. WHITE
8 found this hysterical; ZAWAIDEH was appalled. Another time, WHITE put his buttocks directly
9 in ZAWAIDEH’s face. Still another time, WHITE grabbed ZAWAIDEH’s buttocks shortly after
10 leaving practice for the day.

11 46. In or about March 2013, when the band was practicing in Lake Tahoe, California,
12 WHITE and the other band members, except for ZAWAIDEH and LeDuke, became drunk one
13 night. Since ZAWAIDEH was sober, WHITE instructed ZAWAIDEH to drive all the way to Los
14 Angeles that night to grab a keyboard and bring it back. ZAWAIDEH refused because she did not
15 have a driver’s license at the time and because his demand was ludicrous. WHITE became
16 extremely aggravated and upset, and began yelling at ZAWAIDEH.

17 47. WHITE continued to be critical of the outfits that ZAWAIDEH wore. For example,
18 on or about March 5, 2013, WHITE texted ZAWAIDEH, “U cool with this outfit?”, followed by
19 two pictures of female drummers wearing little to no clothing, insinuating WHITE wanted
20 ZAWAIDEH to dress sexier. (Attached hereto is as **Exhibit C** is a true and correct copy of these
21 text messages.)

22 48. On or about March 15, 2013, Bad Things spent all day, from approximately 9:00
23 a.m. to 1:30 a.m., rehearsing for and videotaping a music video for the song *Caught Inside*.
24 However, the entire footage for this music video was never released because WHITE decided he
25 did not like it. WHITE refused to even share the music video with ZAWAIDEH. Instead, WHITE
26 selected a few clips to be used in the ultimate music video which was blended with footage from
27 live shoots of Bad Things.

28 ///

1 49. In or about the summer of 2013, WHITE increased his criticism of ZAWAIDEH's
2 appearance. For example, WHITE told ZAWAIDEH that he hated when she wore her signature
3 red lipstick. If ZAWAIDEH defied WHITE and wore her red lipstick, he would glare at her and
4 sternly ask her to remove it. Fearing that WHITE would terminate her, ZAWAIDEH would change
5 the color or remove her lipstick entirely.

6 50. On or about June 23, 2013, WHITE texted
7 ZAWAIDEH, "Lena I just saw some of the pictures form [sic]
8 Warner brothers shot [sic] at Schnapf's studio and mates
9 practice...And you are in your fleece sweater...I'm just really
10 disappointed. For the last time please don't wear that around me or
11 the band ... If I see it ill [sic] be forced to ask u to go home. Thank
12 u". (Attached hereto is as **Exhibit D** is a true and correct copy of
13 this text message.)



14 51. On or about July 11, 2013, Bad Things played a concert in New York City, New
15 York, at Santo's Party House.

16 52. On or about July 13, 2013, Bad Things played a concert in Brooklyn, New York.

17 53. In or about August 2013, Bad Things was chosen to replace Death Grips' set as one
18 of the four headlining Saturday night slots at Lollapalooza.

19 54. On or about August 13, 2013, Bad Things released their single *Anybody*.

20 55. On or about December 30, 2013, SWE issued ZAWAIDEH the last paycheck she
21 ever received for performing in Bad Things in the amount of \$1,875. All of the other members of
22 Bad Things also stopped receiving payment from SWE at this time. WHITE did not inform
23 ZAWAIDEH or the other band members that he ceased payment of their retainer.

24 56. In or about January 2014, Sanudo asked the other Bad Things members if they
25 received their paychecks in the mail. All of the other band members replied that they had not. Each
26 of the band members thought their missing paychecks were individual glitches. As a result, Sanudo
27 asked WHITE's Chief Operating Officer what the issue was with their paychecks. The band
28 members did not hear anything for a few weeks regarding their pay. Each of the band members,

1 including ZAWAIDEH, complained to SWE about not getting paid their contractual amount.
2 Eventually, SWE and WHITE informed the members of Bad Things that SWE ceased payment of
3 their retainer to cut costs.

4 57. As a result of not getting paid, the majority of the Bad Things members acquired
5 other work. This made WHITE angry because Bad Things could not rehearse to WHITE's
6 satisfaction due to the members' necessary work schedules.

7 58. Shortly thereafter, SWE and WHITE reinstated pay to all the members of Bad
8 Things, except ZAWAIDEH. The other band members told ZAWAIDEH that WHITE was
9 refusing to pay her because he believed that she "did not need the money." ZAWAIDEH did not
10 immediately complain because she was afraid WHITE would fire her from Bad Things.

11 59. On or about January 14, 2014, Warner Bros. released
12 Bad Things' self-titled debut album. This album included twelve
13 tracks with two iTunes exclusive bonus tracks.



14 60. In or about January and February 2014, WHITE
15 participated in the Sochi Olympics in Russia. While WHITE was
16 away, Bad Things continued to write new songs and practice
17 approximately five to six days per week.

18 61. In or about March 2014, after losing at the Olympics, WHITE became increasingly
19 hostile and threatening, especially toward ZAWAIDEH. For example, on a few occasions when
20 the band was practicing, WHITE gestured that he was going to backhand ZAWAIDEH. He yelled
21 out uncalled for remarks such as, "I'll fucking slap you." ZAWAIDEH was fearful that WHITE
22 would hit her due to his irrational behavior at the time.

23 62. On or about March 14, 2014, Bad Things traveled to New York City, New York,
24 to perform at the Mercury Lounge. During this trip, ZAWAIDEH became extremely ill with the
25 flu. WHITE forced ZAWAIDEH to practice and perform in the concert even though she was
26 gravely ill.

27 ///

28 ///

1 63. On or about March 14, 2014, after the concert, ZAWAIDEH complained to
2 WHITE’s assistant, Lianne Cashin, that she was not getting paid. ZAWAIDEH asked why she was
3 not getting paid anything when all of the other Bad Things members were being paid their
4 retainers. WHITE’s assistant informed ZAWAIDEH that WHITE planned to make up the
5 payments with the royalties the band was going to get paid. However, ZAWAIDEH never received
6 these royalties or any payment.

7 64. During the week of March 14, 2014, Bad Things played on the Tonight Show with
8 Jimmy Fallon. Before going on the Tonight Show, WHITE sternly told ZAWAIDEH, “I don’t
9 want you wearing this color lipstick,” in reference to her red lipstick. Additionally, WHITE bought
10 ZAWAIDEH a shirt for this appearance and instructed her to wear it. ZAWAIDEH felt like she
11 could not make any decisions in the band, including the color lipstick she wore. ZAWAIDEH
12 obeyed WHITE because she did not want to be fired.

13 65. During this week, Bad Things also conducted numerous radio and television
14 interviews.

15 66. On or about March 17, 2014, Bad Things played at South By Southwest (SXSW)
16 Music Festival in Austin, Texas.

17 67. On or about April 14, 2014, Bad Things performed at Our Big Concert (OBC) in
18 Las Vegas, Nevada.

19 68. On or about May 5, 2014, Bad Things played at a prom in Lafayette Hill,
20 Pennsylvania and videotaped an advertisement for Oakley, Inc.

21 69. Shortly after this, Bad Things played at the Silverlake Lounge in Los Angeles,
22 California. After performing this show, WHITE again acted inappropriately toward ZAWAIDEH.
23 While the band was loading their equipment, WHITE yelled out to ZAWAIDEH, “Suck my dick!”

24 70. In or about May and June 2014, Bad Things did a photography session for Rolling
25 Stone Magazine, a video for Guitar Center, a concert in Delaware, traveled to Monaco for a CBS
26 Interactive Party, and then returned to New York to begin their tour.

27 ///

28 ///

1 71. In or about June 2014, Bad Things kicked off their summer tour which had the
2 following schedule:

3 June 19, 2014: Burlington, Vermont
4 June 20, 2014: Providence, Rhode Island
5 June 21, 2014: Boston, Massachusetts
6 June 22, 2014: Dover, Maryland
7 June 23, 2014: Norfolk, Virginia
8 June 25, 2014: Charlotte, North Carolina
9 June 26, 2014: Charleston, South Carolina
10 June 27, 2014: Orlando, Florida
11 June 28, 2014: Miami, Florida
12 June 29, 2014: Tampa, Florida
13 July 1, 2014: Birmingham, Alabama
14 July 2, 2014: Nashville, Tennessee
15 July 5, 2014: Bucharest, Romania
16 July 6, 2014: Sofia, Bulgaria
17 July 9, 2014: Yaroslavl, Russia
18 July 11, 2014: Kazan, Russia
19 July 13, 2014: Ekaterinburg, Russia
20 July 15, 2014: Tallinn, Estonia
21 July 17, 2014: Vienne, France

22 72. In or about early July 2014, while the band was traveling in Romania, WHITE
23 asked his assistant what constituted as sexual harassment while they were on the tour bus. WHITE
24 made jokes in front of the other band members about how he could “get away” with sexual
25 harassment and evade a lawsuit.

26 73. In or about early July 2014, WHITE and the band planned to do a walking tour in
27 Moscow, Russia. On the morning of the walking tour, the band met outside of their hotel. WHITE
28 immediately noticed that ZAWAIDEH was wearing tennis shoes and angrily voiced his

1 disapproval to her. Specifically, WHITE told ZAWAIDEH that he was going to “chuck” the shoes
2 she was wearing in the river because she was wearing “walking shoes.” After this, WHITE refused
3 to talk to ZAWAIDEH and refused to go on the walking tour. WHITE then acted in a very passive
4 aggressive manner toward ZAWAIDEH the remainder of the day.

5 74. On or about July 15, 2014, WHITE’s assistant told ZAWAIDEH that WHITE
6 wanted ZAWAIDEH to wear Spanx.

7 75. On or about July 16, 2014, WHITE again tried to control ZAWAIDEH’s
8 appearance. WHITE told ZAWAIDEH through text message, “I need u to go out in the morning
9 and have your hair cut in a new style at shoulder or above but keep your bangs. This is really
10 important to me Thanks”. This made ZAWAIDEH feel afraid, anxious and uncomfortable.
11 ZAWAIDEH texted back and asked WHITE to talk in person. WHITE responded that he was too
12 busy because he was at dinner, then had to “take an important call.” WHITE also stated, “we’ve
13 just talked about it for a while now and I think it’s time.” ZAWAIDEH responded, “I know that
14 you’re busy, but my own image is a very important issue for me, so if we can talk in person tonight,
15 that’ll help us both out. I need you to know that I’m very confident and happy with my long hair,
16 and that I’m not willing to cut it.” WHITE angrily and threateningly texted back, “That’s
17 disappointing....are u sure this is the decision u want to make...??” ZAWAIDEH replied that she
18 was confident in her decision and that if WHITE wanted to discuss “band style/showmanship or
19 anything else show related” she was open to these discussions. WHITE replied negatively.
20 (Attached hereto is as **Exhibit E** are true and correct copies of these text message.)

21 76. Later that night, ZAWAIDEH informed their traveling keyboardist, Karina
22 DePiano (hereinafter “DePiano”), who she was rooming with on tour, about WHITE’s earlier text
23 messages. DePiano told ZAWAIDEH that WHITE had been talking behind her back about her
24 appearance for a while. For example, WHITE told other members in the band that he thought
25 ZAWAIDEH should be wearing thong panties at all times.

26 77. The next day, WHITE refused to speak to ZAWAIDEH. WHITE went out of his
27 way to avoid contact with ZAWAIDEH, going so far as to ride to the venue with the rest of the
28 band and purposefully leave ZAWAIDEH behind.

1 78. On or about July 17, 2014, Bad Things played the final show in their summer tour.
2 After their final show, Bad Things was interviewed by WHITE’s videographer. During the
3 interview, WHITE was very demeaning toward ZAWAIDEH every time the videographer
4 mentioned her. This made ZAWAIDEH feel extremely hurt and uncomfortable throughout the
5 entire interview.

6 79. ZAWAIDEH left the venue crying. ZAWAIDEH voiced her concerns over
7 WHITE’s controlling behavior and his attitude toward cutting her hair to Sanudo. Sanudo replied,
8 “it’s not just your hair, but other little things.”

9 80. During this time, ZAWAIDEH was still not receiving her contractual retainer or
10 pro-rata share of profits. ZAWAIDEH had not been paid since December 30, 2013.

11 81. On or about July 21, 2014, ZAWAIDEH returned home to California.

12 82. From July 22 through August 12, 2014, ZAWAIDEH made numerous phone calls
13 to WHITE’s assistant to inquire about the forthcoming practice schedule for Bad Things. No one
14 returned ZAWAIDEH’s phone calls.

15 83. On or about August 12, 2014, ZAWAIDEH ate lunch with DePiano, the Bad
16 Things’ traveling keyboardist. ZAWAIDEH mentioned that she tried to contact WHITE’s assistant
17 regarding upcoming practices for the past few weeks. ZAWAIDEH inquired if DePiano heard
18 anything about any upcoming practices. DePiano stated, “Are you kidding me? We have a show
19 in Seattle in a week.” At that same time, WHITE’s assistant texted ZAWAIDEH and asked if she
20 had time to talk. ZAWAIDEH texted back, “Sure thing.” WHITE’s assistant called ZAWAIDEH
21 and told her that she was going to hand the phone over to Chris Knight (hereinafter “Knight”), the
22 band’s new manager. ZAWAIDEH did not know what was going on at this point. Knight told
23 ZAWAIDEH that he had the band on the line and he was sitting there with WHITE and their
24 lawyer, Jeremy Mohr (hereinafter “Mohr”). Knight proceeded to tell ZAWAIDEH that after some
25 consideration the band decided to part ways with her. Knight did not give her a reason for her
26 termination. ZAWAIDEH was so shocked she started crying and laughing at the same time.

27 84. Shortly after receiving this call, Bad Things member LeDuke called ZAWAIDEH.
28 He was angry that she had been terminated and informed her that he had no part in her termination.

1 85. On or about August 15, 2014, ZAWAIDEH received a call from Bad Things
2 member Sanudo. He also informed ZAWAIDEH that he was shocked she had been fired. He also
3 told her that he had no part in the decision to terminate her, nor was he on the line as Knight
4 claimed during the August 12, 2014 phone call.

5 86. On or about August 17, 2014, ZAWAIDEH received a call from Bad Things
6 member Palomar. This call was similar to the previous two calls. Palomar confirmed that he was
7 not on the August 12, 2014 phone call with Knight and had no input into the decision to terminate
8 her from Bad Things.

9 87. On or about August 20, 2014, ZAWAIDEH received, via certified mail, a letter
10 from Mohr, the attorney for Defendants, purporting to provide “formal notice that FTTM (as
11 successor to SWE)...elected to terminate the term of the agreement between FTTM and you dated
12 as of March 20, 2011 regarding your services as a member of “Bad Things” in accordance with
13 paragraph 10(b) of said agreement.” (Attached hereto is as **Exhibit F** is a true and correct copy of
14 this letter.)

15 **FIRST CAUSE OF ACTION**

16 **Sexual Harassment (Civil Code section 51.9)**

17 88. The allegations set forth in this complaint are hereby re-alleged and incorporated
18 by reference.

19 89. Plaintiff asserts this cause of action against DEFENDANTS.

20 90. Plaintiff was in a business, service, or professional relationship with WHITE and
21 the Entity DEFENDANTS.

22 91. WHITE made repeated sexual advances, solicitations and other verbal and physical
23 conduct of a sexual nature that was unwelcome and pervasive or severe.

24 92. Plaintiff was unable to easily end the relationship with WHITE and the Entity
25 DEFENDANTS.

26 93. In so doing the aforementioned acts, WHITE was acting as an employee or agent
27 of the Entity DEFENDANTS. Said acts were in the course and scope of WHITE’s employment or
28 agency relationship with the Entity DEFENDANTS.

1 94. As a proximate result of the acts alleged herein by DEFENDANTS, and each of
2 them, Plaintiff has suffered emotional distress in an amount in excess of the jurisdiction of this
3 Court, to be proven at trial.

4 95. As an actual and proximate result of DEFENDANTS' aforementioned acts,
5 Plaintiff suffered physical injury and became mentally upset, stressed and aggravated. Plaintiff has
6 experienced mental anguish, stress, aggravation, anxiety, humiliation, embarrassment,
7 sleeplessness, loss of appetite, low self-esteem, hair loss, depression, upset stomach, and other
8 emotional distress. Plaintiff claims general damages for physical injury and mental distress in an
9 amount according to proof at time of trial.

10 96. Plaintiff has also incurred and continues to incur legal expenses and attorneys' fees.
11 Plaintiff is presently unaware of the precise amount of these expenses and fees. Plaintiff requests
12 attorneys' fees pursuant to Civil Code Section 51.9(b), which incorporates by reference obtainable
13 damages specified in Civil Code Section 52(b)(3), which authorizes the Court to award attorney's
14 fees.

15 97. The above-described actions were perpetrated and/or ratified by a managing agent
16 or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless
17 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
18 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

SECOND CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Adverse Action in Violation of Public Policy)

21 98. Plaintiff incorporates the allegations contained in the above paragraphs as though
22 fully set forth herein.

23 99. Plaintiff asserts this cause of action against DEFENDANTS.

24 100. During Plaintiff's employment, Plaintiff was misclassified as an independent
25 contractor in violation of Labor Code section 226.8. This classification was improper; instead,
26 Plaintiff should have been classified as an employee eligible to receive certain rights under the
27 Labor Code. WHITE and the Entity DEFENDANTS had the right to control the terms and
28

1 conditions of Plaintiff’s employment. For example, section 2(e) of the Agreement between
2 ZAWAIDEH and SWE states, “[ZAWAIDEH] shall promptly and faithfully comply with all
3 instructions, directions, requests, rules, and regulations made or issued by SWE and/or WHITE in
4 connection herewith. [ZAWAIDEH] shall perform and render the services . . . wherever required
5 or desired by SWE and/or WHITE and as instructed by SWE and/or WHITE in all matters,
6 including those involving artistic taste and judgment.”

7 101. Additionally, WHITE and the Entity DEFENDANTS controlled where the band
8 practiced, when the band practiced, the artistic taste of the band’s product, and the creativity of the
9 band members. Plaintiff was not allowed to contract with any other bands and WHITE maintained
10 exclusive control over her performances as an artist.

11 102. DEFENDANTS’ termination of Plaintiff based upon her complaints and refusal to
12 engage in illegal conduct stemming from DEFENDANTS’ harassment and discrimination, and
13 DEFENDANTS’ willful refusal to pay Plaintiff her due wages, violated important public policies
14 codified in Civil Code section 51.9; Labor Code sections 98.6, 201, 202, 203, 204, 218, 226, 226.7,
15 226.8, 510, 512, 1194, 1197.5, 6400 and 6404; Government Code section 12940, subdivisions (a),
16 (j), (h), and (k); and 29 C.F.R. § 1604.11(f).

17 103. DEFENDANTS’ discriminatory and retaliatory conduct was a substantial factor
18 causing Plaintiff to suffer economic damages and non-economic damages in excess of this court’s
19 jurisdiction according to proof at trial.

20 104. As an actual and proximate result of the aforementioned violations, Plaintiff has
21 been damaged in an amount according to proof, but in an amount in excess of the jurisdiction of
22 this Court.

23 105. As an actual and proximate result of DEFENDANTS’ aforementioned acts,
24 Plaintiff suffered physical injury and became mentally upset, stressed and aggravated. Plaintiff has
25 experienced mental anguish, stress, aggravation, anxiety, humiliation, embarrassment,
26 sleeplessness, loss of appetite, low self-esteem, hair loss, depression, upset stomach, and other
27 emotional distress. Plaintiff claims general damages for physical injury and mental distress in an
28 amount according to proof at time of trial.

1 106. The above-described actions were perpetrated and/or ratified by a managing agent
2 or officer of Defendants. These acts were done with malice, fraud, oppression, and in reckless
3 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
4 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

5 **THIRD CAUSE OF ACTION**

6 **Nonpayment of Wages**

7 107. The allegations set forth in this complaint are hereby re-alleged and incorporated
8 by reference.

9 108. Plaintiff asserts this cause of action against DEFENDANTS.

10 109. During Plaintiff's employment, Plaintiff was misclassified as an independent
11 contractor in violation of Labor Code § 226.8. This classification was improper; instead, Plaintiff
12 should have been classified as an employee eligible to receive certain rights under the Labor Code.
13 WHITE and the Entity DEFENDANTS had the right to control the terms and conditions of
14 Plaintiff's employment. For example, section 2(e) of the Agreement between ZAWAIDEH and
15 SWE states, "[ZAWAIDEH] shall promptly and faithfully comply with all instructions, directions,
16 requests, rules, and regulations made or issued by SWE and/or WHITE in connection herewith.
17 [ZAWAIDEH] shall perform and render the services . . . wherever required or desired by SWE
18 and/or WHITE and as instructed by SWE and/or WHITE in all matters, including those involving
19 artistic taste and judgment."

20 110. Additionally, WHITE and the Entity DEFENDANTS controlled where the band
21 practiced, when the band practiced, the artistic taste of the band's product, and the creativity of the
22 band members. Plaintiff was not allowed to contract with any other bands and WHITE maintained
23 exclusive control over her performances as an artist.

24 111. Labor Code section 202 states that,
25 (a) [i]f an employee not having a written contract for a definite period quits his or
26 her employment, his or her wages shall become due and payable not later than 72
27 hours thereafter, unless the employee has given 72 hours previous notice of his or
28 her intention to quit, in which case the employee is entitled to his or her wages at
the time of quitting.

///
28

1 112. Labor Code section 218 states that, “[n]othing in this article shall limit the right of
2 any wage claimant to sue directly or through an assignee for any wages or penalty due him under
3 this article.”

4 113. Plaintiff performed work for DEFENDANTS.

5 114. DEFENDANTS owe Plaintiff wages under the terms and conditions of the
6 agreement.

7 115. The amount of unpaid wages is not less than \$29,062.50.

8 116. During Plaintiff’s employment and upon Plaintiff’s termination, DEFENDANTS
9 failed and refused to compensate Plaintiff for wages owed under the terms of the employment.
10 Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys’ fees and costs.

11 117. As an actual and proximate result of the aforementioned violations, PLAINTIFF
12 has been harmed in an amount according to proof, but in an amount in excess of the jurisdiction
13 of this Court.

14 118. Based on DEFENDANTS’ conduct as alleged herein, DEFENDANTS are liable
15 for civil penalties pursuant to Labor Code section 558 and other applicable provisions of the Labor
16 Code and other applicable laws and regulations.

17 **FOURTH CAUSE OF ACTION**

18 **Violation of California Fair Pay Act (Labor Code section 1197.5)**

19 119. The allegations set forth in this complaint are hereby re-alleged and incorporated
20 by reference.

21 120. Plaintiff asserts this cause of action against DEFENDANTS.

22 121. During Plaintiff’s employment, Plaintiff was misclassified as an independent
23 contractor in violation of Labor Code § 226.8. This classification was improper; instead, Plaintiff
24 should have been classified as an employee eligible to receive certain rights under the Labor Code.
25 WHITE and the Entity DEFENDANTS had the right to control the terms and conditions of
26 Plaintiff’s employment. For example, section 2(e) of the Agreement between ZAWAIDEH and
27 SWE states, “[ZAWAIDEH] shall promptly and faithfully comply with all instructions, directions,
28 requests, rules, and regulations made or issued by SWE and/or WHITE in connection herewith.

1 [ZAWAIDEH] shall perform and render the services . . . wherever required or desired by SWE
2 and/or WHITE and as instructed by SWE and/or WHITE in all matters, including those involving
3 artistic taste and judgment.”

4 122. Additionally, WHITE and the Entity DEFENDANTS controlled where the band
5 practiced, when the band practiced, the artistic taste of the band’s product, and the creativity of the
6 band members. Plaintiff was not allowed to contract with any other bands and WHITE maintained
7 exclusive control over her performances as an artist.

8 123. Labor Code section 1197.5 states:

9 (a) An Employer shall not pay any of its employees at wage rates less
10 than the rates paid to employees of the opposite sex for substantially similar
11 work, when viewed as a composite of skill, effort, and responsibility, and
performed under similar working conditions...

12 124. Plaintiff performed work for DEFENDANTS and was paid less than the male
13 employees in the band for substantially similar work.

14 125. DEFENDANTS owe Plaintiff wages under the terms and conditions of the
15 agreement.

16 126. The amount of unpaid wages is not less than \$29,062.50.

17 127. During Plaintiff’s employment and upon Plaintiff’s termination, DEFENDANTS
18 failed and refused to compensate Plaintiff for wages owed under the terms of the employment due
19 to her sex. Plaintiff is entitled to recover such amounts, an additional equal amount as liquidated
20 damages, plus interest thereon, and attorneys’ fees and costs.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of Labor Code sections 98.6 and 1102.5**

23 128. The allegations set forth in this complaint are hereby re-alleged and incorporated
24 by reference.

25 129. Plaintiff asserts this cause of action against DEFENDANTS.

26 130. During Plaintiff’s employment, Plaintiff was misclassified as an independent
27 contractor in violation of Labor Code section 226.8. This classification was improper; instead,
28 Plaintiff should have been classified as an employee eligible to receive certain rights under the

1 Labor Code. WHITE and the Entity DEFENDANTS had the right to control the terms and
2 conditions of Plaintiff’s employment. For example, section 2(e) of the Agreement between
3 ZAWAIDEH and SWE states, “[ZAWAIDEH] shall promptly and faithfully comply with all
4 instructions, directions, requests, rules, and regulations made or issued by SWE and/or WHITE in
5 connection herewith. [ZAWAIDEH] shall perform and render the services . . . wherever required
6 or desired by SWE and/or WHITE and as instructed by SWE and/or WHITE in all matters,
7 including those involving artistic taste and judgment.”

8 131. For example, WHITE and the Entity DEFENDANTS controlled where the band
9 practiced, when the band practiced, the artistic taste of the band’s product, and the creativity of the
10 band members. Plaintiff was not allowed to contract with any other bands and WHITE maintained
11 exclusive control over her performances as an artist.

12 132. Labor Code section 98.6 states that an employer may not “discharge an employee
13 or in any manner discriminate against any employee . . . because the employee . . . has filed a bona
14 fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to
15 his or her rights, which are under the jurisdiction of the Labor Commissioner.” Labor Code section
16 1102.5, subdivision (b), states that “[a]n employer, or any person acting on behalf of the employer,
17 shall not retaliate against an employee for disclosing information, or because the employer believes
18 that the employee disclosed or may disclose information, to a government or law enforcement
19 agency, to a person with authority over the employee or another employee who has the authority
20 to investigate, discover, or correct the violation or noncompliance, or for providing information
21 to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the
22 employee has reasonable cause to believe that the information discloses a violation of state or
23 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,
24 regardless of whether disclosing the information is part of the employee's job duties.” Subsection
25 (c) states that an “employer may not retaliate against an employee for refusing to participate in an
26 activity that would result in a violation of state or federal statute, or a violation or noncompliance
27 with a state or federal rule or regulation.”

28 133. Plaintiff’s opposition and refusal to participate in sexual harassment and sex/gender

1 discrimination, as well as the nonpayment of her wages, violated both state and federal law.

2 134. Defendants violated Labor Code sections 98.6 and 1102.5 when they unlawfully
3 retaliated against Plaintiff by discharging Plaintiff's employment.

4 135. As an actual and proximate result of the aforementioned violations, Plaintiff has
5 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
6 Court.

7 136. As an actual and proximate result of DEFENDANTS' unlawful conduct, Plaintiff
8 has lost wages, benefits, and other out of pocket expenses.

9 137. As an actual and proximate result of DEFENDANTS' aforementioned acts,
10 Plaintiff suffered physical injury and became mentally upset, stressed and aggravated. Plaintiff has
11 experienced mental anguish, stress, aggravation, anxiety, humiliation, embarrassment,
12 sleeplessness, loss of appetite, low self-esteem, hair loss, depression, upset stomach, and other
13 emotional distress. Plaintiff claims general damages for physical injury and mental distress in an
14 amount according to proof at time of trial.

15 138. The above described actions were perpetrated and/or ratified by a managing agent
16 or officer of DEFENDANTS. These acts were done with malice, fraud, oppression, and in reckless
17 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
18 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

19 **SIXTH CAUSE OF ACTION**

20 **Violation of Labor Code sections 201, 203, and 204**

21 139. The allegations set forth in paragraphs above are hereby re-alleged and incorporated
22 by reference.

23 140. Plaintiff asserts this cause of action against DEFENDANTS.

24 141. During Plaintiff's employment, Plaintiff was misclassified as an independent
25 contractor in violation of Labor Code section 226.8. This classification was improper; instead,
26 Plaintiff should have been classified as an employee eligible to receive certain rights under the
27 Labor Code. WHITE and the Entity DEFENDANTS had the right to control the terms and
28 conditions of Plaintiff's employment. For example, section 2(e) of the Agreement between

1 ZAWAIDEH and SWE states, “[ZAWAIDEH] shall promptly and faithfully comply with all
2 instructions, directions, requests, rules, and regulations made or issued by SWE and/or WHITE in
3 connection herewith. [ZAWAIDEH] shall perform and render the services . . . wherever required
4 or desired by SWE and/or WHITE and as instructed by SWE and/or WHITE in all matters,
5 including those involving artistic taste and judgment.”

6 142. For example, WHITE and the Entity DEFENDANTS controlled where the band
7 practiced, when the band practiced, the artistic taste of the band’s product, and the creativity of the
8 band members. Plaintiff was not allowed to contract with any other bands and WHITE maintained
9 exclusive control over her performances as an artist.

10 143. Labor Code section 201 states, “If an employer discharges an employee, the wages
11 earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section
12 204 states that “[a]ll wages . . . earned by any person in any employment are due and payable twice
13 during each calendar month.” Plaintiff was terminated August 2014. At the time of discharge,
14 Plaintiff had not been paid since December 2013.

15 144. Additionally, pursuant to Labor Code section 203, Plaintiff seeks penalties of her
16 wages to be paid continuing “from the due date thereof at the same rate until paid or until an action
17 therefor is commenced.”

18 145. As an actual and proximate result of the aforementioned violations, Plaintiff has
19 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
20 Court.

21 146. The above described actions were perpetrated and/or ratified by a managing agent
22 or officer of DEFENDANTS. These acts were done with malice, fraud, oppression, and in reckless
23 disregard of Plaintiff’s rights. Further, said actions were despicable in character and warrant the
24 imposition of punitive damages in a sum sufficient to punish and deter Defendants’ future conduct.

25 **SEVENTH CAUSE OF ACTION**

26 **Violation of Labor Code sections 510 and 1194**

27 147. The allegations set forth in this complaint are hereby re-alleged and incorporated
28 by reference.

1 148. This cause of action is asserted against all DEFENDANTS.

2 149. During Plaintiff’s employment, Plaintiff was misclassified as an independent
3 contractor in violation of Labor Code section 226.8. This classification was improper; instead,
4 Plaintiff should have been classified as an employee eligible to receive certain rights under the
5 Labor Code. WHITE and the Entity DEFENDANTS had the right to control the terms and
6 conditions of Plaintiff’s employment. For example, section 2(e) of the Agreement between
7 ZAWAIDEH and SWE states, “[ZAWAIDEH] shall promptly and faithfully comply with all
8 instructions, directions, requests, rules, and regulations made or issued by SWE and/or WHITE in
9 connection herewith. [ZAWAIDEH] shall perform and render the services . . . wherever required
10 or desired by SWE and/or WHITE and as instructed by SWE and/or WHITE in all matters,
11 including those involving artistic taste and judgment.”

12 150. For example, WHITE and the Entity DEFENDANTS controlled where the band
13 practiced, when the band practiced, the artistic taste of the band’s product, and the creativity of the
14 band members. Plaintiff was not allowed to contract with any other bands and WHITE maintained
15 exclusive control over her performances as an artist.

16 151. Labor Code section 510 states that “[a]ny work in excess of eight hours in one
17 workday and any work in excess of 40 hours in any one workweek and the first eight hours worked
18 on the seventh day of work in any one workweek shall be compensated at the rate of no less than
19 one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours
20 in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
21 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
22 be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor
23 Code section 1194 states that “any employee receiving less than the legal minimum wage or the
24 legal overtime compensation applicable to the employee is entitled to recover in a civil action the
25 unpaid balance of the full amount of this minimum wage or overtime compensation, including
26 interest thereon, reasonable attorney's fees, and costs of suit.”

27 ///

28 ///

1 152. During Plaintiff’s employment with Defendants, Defendants failed to compensate
2 Plaintiff for overtime hours worked in excess of eight (8) hours per day and/or forty (40) hours per
3 week and double-time hours for hours worked in excess of twelve (12) hours per day, as required
4 under California law.

5 153. As an actual and proximate result of the aforementioned violations, Plaintiff has
6 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
7 Court.

8 154. The above described actions were perpetrated and/or ratified by a managing agent
9 or officer of DEFENDANTS. These acts were done with malice, fraud, oppression, and in reckless
10 disregard of Plaintiff’s rights. Further, said actions were despicable in character and warrant the
11 imposition of punitive damages in a sum sufficient to punish and deter Defendants’ future conduct.

12 **EIGHTH CAUSE OF ACTION**

13 **Violation of Labor Code sections 226.7 and 512**

14 155. The allegations set forth in paragraphs above are hereby re-alleged and incorporated
15 by reference.

16 156. This cause of action is asserted against all DEFENDANTS.

17 157. During Plaintiff’s employment, Plaintiff was misclassified as an independent
18 contractor in violation of Labor Code section 226.8. This classification was improper; instead,
19 Plaintiff should have been classified as an employee eligible to receive certain rights under the
20 Labor Code. WHITE and the Entity DEFENDANTS had the right to control the terms and
21 conditions of Plaintiff’s employment. For example, section 2(e) of the Agreement between
22 ZAWAIDEH and SWE states, “[ZAWAIDEH] shall promptly and faithfully comply with all
23 instructions, directions, requests, rules, and regulations made or issued by SWE and/or WHITE in
24 connection herewith. [ZAWAIDEH] shall perform and render the services . . . wherever required
25 or desired by SWE and/or WHITE and as instructed by SWE and/or WHITE in all matters,
26 including those involving artistic taste and judgment.”

27 ///

28 ///

1 158. For example, WHITE and the Entity DEFENDANTS controlled where the band
2 practiced, when the band practiced, the artistic taste of the band’s product, and the creativity of the
3 band members. Plaintiff was not allowed to contract with any other bands and WHITE maintained
4 exclusive control over her performances as an artist.

5 159. Labor Code section 226.7, subdivision (a), states that “[n]o employer shall require
6 any employee to work during any meal period” Labor Code section 226.7, subdivision (b)
7 states that “[i]f an employer fails to provide an employee a meal break or rest period . . . the
8 employer shall pay the employee one additional hour of pay at the employee’s regular rate of
9 compensation for each work day that the meal or rest period is not provided.” Labor Code section
10 512 states that “[a]n employer may not employ an employee for a work period of more than five
11 hours per day without providing the employee with a meal period of not less than 30 minutes,
12 except that if the total work period per day of the employee is no more than six hours An
13 employer may not employ an employee for a work period of more than 10 hours per day without
14 providing the employee with a second meal period of not less than 30 minutes, except that if the
15 total hours worked is no more than 12 hours”

16 160. DEFENDANTS failed to provide Plaintiff with meal breaks or rest periods.

17 161. As an actual and proximate result of the aforementioned violations, Plaintiff has
18 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
19 Court.

20 162. The above described actions were perpetrated and/or ratified by a managing agent
21 or officer of DEFENDANTS. These acts were done with malice, fraud, oppression, and in reckless
22 disregard of Plaintiff’s rights. Further, said actions were despicable in character and warrant the
23 imposition of punitive damages in a sum sufficient to punish and deter Defendants’ future conduct.

24 **NINTH CAUSE OF ACTION**

25 **Violation of Labor Code section 226**

26 163. The allegations set forth in this complaint are hereby re-alleged and incorporated
27 by reference.

28 164. This cause of action is asserted against DEFENDANTS.

1 165. During Plaintiff’s employment, Plaintiff was misclassified as an independent
2 contractor in violation of Labor Code section 226.8. This classification was improper; instead,
3 Plaintiff should have been classified as an employee eligible to receive certain rights under the
4 Labor Code. WHITE and the Entity DEFENDANTS had the right to control the terms and
5 conditions of Plaintiff’s employment. For example, section 2(e) of the Agreement between
6 ZAWAIDEH and SWE states, “[ZAWAIDEH] shall promptly and faithfully comply with all
7 instructions, directions, requests, rules, and regulations made or issued by SWE and/or WHITE in
8 connection herewith. [ZAWAIDEH] shall perform and render the services . . . wherever required
9 or desired by SWE and/or WHITE and as instructed by SWE and/or WHITE in all matters,
10 including those involving artistic taste and judgment.”

11 166. For example, WHITE and the Entity DEFENDANTS controlled where the band
12 practiced, when the band practiced, the artistic taste of the band’s product, and the creativity of the
13 band members. Plaintiff was not allowed to contract with any other bands and WHITE maintained
14 exclusive control over her performances as an artist.

15 167. Labor Code section 226, subdivision (a), requires employers to itemize in wage
16 statements all deductions from payment of wages and to accurately report total hours and earnings
17 of employees.

18 168. DEFENDANTS failed to comply with Labor Code section 226, subdivision (a), by
19 failing to itemize in Plaintiff’s wage statements all hours worked by Plaintiff, and accurate
20 earnings.

21 169. Plaintiff is entitled to penalties under Labor Code section 226, subdivision (e), of
22 fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each violation in a
23 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), is
24 entitled to injunctive relief pursuant to Labor Code section 226, subdivision (g), and is entitled to
25 an award of costs and reasonable attorneys’ fees.

26 ///

27 ///

28 ///

TENTH CAUSE OF ACTION

Breach of Contract

170. The allegations set forth in this complaint are hereby re-alleged and incorporated by reference.

171. Plaintiff asserts this cause of action against all DEFENDANTS.

172. Plaintiff and DEFENDANTS entered into a contract.

173. Plaintiff performed all, or substantially all, of the significant things that the contract required her to do.

174. DEFENDANTS failed to do something that the contract required it to do.

175. Section 4(a)(i) of the Agreement between ZAWAIDEH and SHAUN WHITE ENTERPRISES, INC., entitled “Retainer,” states, “SWE shall pay to [ZAWAIDEH] for a monthly retainer in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) . . . for each full month during the term hereof. Retainer payments shall be made in accordance with SWE’s customary payroll practices, but in no event less frequently than bi-monthly.” SWE did not pay ZAWAIDEH this retainer for 2014.

176. Section 4(a)(ii) of the Agreement between ZAWAIDEH and SWE, entitled “Record and Video Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] as a royalty a pro-rata share . . . of fifty percent (50%) of ‘Net Record Profits’ actually paid to and received by SWE in connection with any such sales and exploitations of the Band Masters by SWE and the licensees and designees of SWE.” SWE did not pay ZAWAIDEH the share of record and video profits for which she was entitled.

177. Section 4(a)(iii) of the Agreement between ZAWAIDEH and SWE, entitled “Tour Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata share . . . of fifty percent (50%) of ‘Net Touring Profits’ actually paid to and received by SWE in connection with such Band Concert(s).” SWE did not pay ZAWAIDEH the share of touring profits for which she was entitled.

178. Section 4(a)(iv) of the Agreement between ZAWAIDEH and SWE, entitled “Retail Merchandising Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata

1 share . . . of fifty percent (50%) of “Net Retail Merchandising Profits” actually paid to and received
2 by SWE in connection with the retail sale of any Subject Merchandise.” SWE did not pay
3 ZAWAIDEH the share of retail merchandising profits for which she was entitled.

4 179. Section 4(a)(v) of the Agreement between ZAWAIDEH and SWE, entitled
5 “Publishing Income,” states, “[ZAWAIDEH] shall be entitled to receive a share of the income (net
6 of any third party administration fees) earned in respect of said Band Compositions (‘Publishing
7 Income’) based on [ZAWAIDEH’S] contribution to each such Band Composition.” SWE did not
8 pay ZAWAIDEH her share of income for her contributions to musical compositions recorded by
9 the band.

10 180. Section 10(a)(ii) of the Agreement between ZAWAIDEH and SWE states, “In the
11 event SWE shall terminate the term for any reason other than Proper Cause, SWE shall pay to
12 [ZAWAIDEH] the sum equal to the base Retainer [ZAWAIDEH] would have otherwise earned
13 during the one (1) week period immediately subsequent to the date of the termination . . . and shall
14 continue to pay [ZAWAIDEH] compensation otherwise due [ZAWAIDEH] hereunder in respect
15 of Band Masters recorded entirely . . . prior to such termination and [ZAWAIDEH’S] share of all
16 Publishing Income in respect of Band Compositions written prior to such termination.” SWE did
17 not pay ZAWAIDEH the one week of pay after her termination for which she was entitled.
18 Additionally, SWE did not pay ZAWAIDEH her share of the publishing income for which she
19 was entitled.

20 181. Plaintiff was harmed by DEFENDANTS’ breach of contract.

21 182. DEFENDANTS’ failure to perform the required terms and conditions of the
22 contract was foreseeable in causing Plaintiff to suffer general, consequential, and incidental
23 damages, including economic damages in excess of this Court’s jurisdiction according to proof at
24 trial, but no less than \$29,062.50. Both Plaintiff and DEFENDANTS knew or could reasonably
25 have foreseen that the harm and/or special circumstances were likely to occur in the ordinary
26 course of events as a result of the breach of the contract. Accordingly, DEFENDANTS’ conduct
27 was a breach of contract.

28 ///

1 183. As an actual and proximate result of DEFENDANTS’ unlawful conduct, Plaintiff
2 has lost wages or profits, benefits, and has incurred other out-of-pocket expenses.

3 **ELEVENTH CAUSE OF ACTION**

4 **Breach of Implied Covenant of Good Faith and Fair Dealing**

5 184. The allegations set forth in this complaint are hereby re-alleged and incorporated
6 by reference.

7 185. Plaintiff asserts this cause of action against all DEFENDANTS.

8 186. Plaintiff and DEFENDANTS entered into a contract.

9 187. Plaintiff did all, or substantially all of the significant things that the contract
10 required it to do.

11 188. The allegations set forth in this complaint set forth the malevolent and intentional
12 behavior by DEFENDANTS for the purpose of breaching the implied covenant of good faith and
13 fair dealing and demonstrate the bad faith of DEFENDANTS at all relevant times.

14 189. Section 4(a)(i) of the Agreement between ZAWAIDEH and SHAUN WHITE
15 ENTERPRISES, INC., entitled “Retainer,” states, “SWE shall pay to [ZAWAIDEH] for a monthly
16 retainer in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) . . . for each
17 full month during the term hereof. Retainer payments shall be made in accordance with SWE’s
18 customary payroll practices, but in no event less frequently than bi-monthly.” SWE did not pay
19 ZAWAIDEH this retainer for 2014.

20 190. Section 4(a)(ii) of the Agreement between ZAWAIDEH and SWE, entitled
21 “Record and Video Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] as a
22 royalty a pro-rata share . . . of fifty percent (50%) of ‘Net Record Profits’ actually paid to and
23 received by SWE in connection with any such sales and exploitations of the Band Masters by SWE
24 and the licensees and designees of SWE.” SWE did not pay ZAWAIDEH the share of record and
25 video profits for which she was entitled.

26 191. Section 4(a)(iii) of the Agreement between ZAWAIDEH and SWE, entitled “Tour
27 Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata share . . . of fifty
28 percent (50%) of ‘Net Touring Profits’ actually paid to and received by SWE in connection with

1 such Band Concert(s).” SWE did not pay ZAWAIDEH the share of touring profits for which she
2 was entitled.

3 192. Section 4(a)(iv) of the Agreement between ZAWAIDEH and SWE, entitled “Retail
4 Merchandising Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata
5 share . . . of fifty percent (50%) of “Net Retail Merchandising Profits” actually paid to and received
6 by SWE in connection with the retail sale of any Subject Merchandise.” SWE did not pay
7 ZAWAIDEH the share of retail merchandising profits for which she was entitled.

8 193. Section 4(a)(v) of the Agreement between ZAWAIDEH and SWE, entitled
9 “Publishing Income,” states, “[ZAWAIDEH] shall be entitled to receive a share of the income (net
10 of any third party administration fees) earned in respect of said Band Compositions (‘Publishing
11 Income’) based on [ZAWAIDEH’S] contribution to each such Band Composition.” SWE did not
12 pay ZAWAIDEH her share of income for her contributions to musical compositions recorded by
13 the band.

14 194. Section 10(a)(ii) of the Agreement between ZAWAIDEH and SWE states, “In the
15 event SWE shall terminate the term for any reason other than Proper Cause, SWE shall pay to
16 [ZAWAIDEH] the sum equal to the base Retainer [ZAWAIDEH] would have otherwise earned
17 during the one (1) week period immediately subsequent to the date of the termination . . . and shall
18 continue to pay [ZAWAIDEH] compensation otherwise due [ZAWAIDEH] hereunder in respect
19 of Band Masters recorded entirely . . . prior to such termination and [ZAWAIDEH’S] share of all
20 Publishing Income in respect of Band Compositions written prior to such termination.” SWE did
21 not pay ZAWAIDEH the one week of pay after her termination for which she was entitled.
22 Additionally, SWE did not pay ZAWAIDEH her share of the publishing income for which she
23 was entitled.

24 195. Plaintiff was harmed by DEFENDANTS’ conduct.

25 196. DEFENDANTS’ unfair interference with Plaintiff’s right to receive the benefits of
26 the contract was foreseeable in causing Plaintiff to suffer general, consequential, and incidental
27 damages, including economic damages in excess of this Court’s jurisdiction according to proof at
28 trial, but no less than \$29,062.50. Both Plaintiff and DEFENDANTS knew or could reasonably

1 have foreseen that the harm and/or special circumstances were likely to occur in the ordinary
2 course of events as a result of the breach of the contract. Accordingly, DEFENDANTS’ conduct
3 was a breach of implied covenant of good faith and fair dealing.

4 197. As an actual and proximate result of the aforementioned violations, Plaintiff has
5 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
6 Court.

7 198. As an actual and proximate result of DEFENDANTS’ unlawful conduct, Plaintiff
8 has lost wages, benefits, and other out of pocket expenses.

9 199. As an actual and proximate result of DEFENDANTS’ aforementioned acts,
10 Plaintiff suffered physical injury and became mentally upset, stressed and aggravated. Plaintiff has
11 experienced mental anguish, stress, aggravation, anxiety, humiliation, embarrassment,
12 sleeplessness, loss of appetite, low self-esteem, hair loss, depression, upset stomach, and other
13 emotional distress. Plaintiff claims general damages for physical injury and mental distress in an
14 amount according to proof at time of trial.

15 200. The above described actions were perpetrated and/or ratified by a managing agent
16 or officer of DEFENDANTS. These acts were done with malice, fraud, oppression, and in reckless
17 disregard of Plaintiff’s rights. Further, said actions were despicable in character and warrant the
18 imposition of punitive damages in a sum sufficient to punish and deter Defendants’ future conduct.

19 **TWELFTH CAUSE OF ACTION**

20 **Fraud/Intentional Misrepresentation**

21 201. The allegations set forth in this complaint are hereby re-alleged and incorporated
22 by reference.

23 202. Plaintiff asserts this cause of action against all DEFENDANTS.

24 203. DEFENDANTS represented to Plaintiff that a fact was true.

25 204. DEFENDANTS represented to Plaintiff that the following facts were true: Section
26 4(a)(i) of the Agreement between ZAWAIDEH and SHAUN WHITE ENTERPRISES, INC.,
27 entitled “Retainer,” states, “SWE shall pay to [ZAWAIDEH] for a monthly retainer in the amount
28 of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) . . . for each full month during the

1 term hereof. Retainer payments shall be made in accordance with SWE’s customary payroll
2 practices, but in no event less frequently than bi-monthly.” SWE did not pay ZAWAIDEH this
3 retainer for 2014.

4 205. Section 4(a)(ii) of the Agreement between ZAWAIDEH and SWE, entitled
5 “Record and Video Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] as a
6 royalty a pro-rata share . . . of fifty percent (50%) of ‘Net Record Profits’ actually paid to and
7 received by SWE in connection with any such sales and exploitations of the Band Masters by SWE
8 and the licensees and designees of SWE.” SWE did not pay ZAWAIDEH the share of record and
9 video profits for which she was entitled.

10 206. Section 4(a)(iii) of the Agreement between ZAWAIDEH and SWE, entitled “Tour
11 Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata share . . . of fifty
12 percent (50%) of ‘Net Touring Profits’ actually paid to and received by SWE in connection with
13 such Band Concert(s).” SWE did not pay ZAWAIDEH the share of touring profits for which she
14 was entitled.

15 207. Section 4(a)(iv) of the Agreement between ZAWAIDEH and SWE, entitled “Retail
16 Merchandising Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata
17 share . . . of fifty percent (50%) of “Net Retail Merchandising Profits” actually paid to and received
18 by SWE in connection with the retail sale of any Subject Merchandise.” SWE did not pay
19 ZAWAIDEH the share of retail merchandising profits for which she was entitled.

20 208. Section 4(a)(v) of the Agreement between ZAWAIDEH and SWE, entitled
21 “Publishing Income,” states, “[ZAWAIDEH] shall be entitled to receive a share of the income (net
22 of any third party administration fees) earned in respect of said Band Compositions (‘Publishing
23 Income’) based on [ZAWAIDEH’S] contribution to each such Band Composition.” SWE did not
24 pay ZAWAIDEH her share of income for her contributions to musical compositions recorded by
25 the band.

26 209. Section 10(a)(ii) of the Agreement between ZAWAIDEH and SWE states, “In the
27 event SWE shall terminate the term for any reason other than Proper Cause, SWE shall pay to
28 [ZAWAIDEH] the sum equal to the base Retainer [ZAWAIDEH] would have otherwise earned

1 during the one (1) week period immediately subsequent to the date of the termination . . . and shall
2 continue to pay [ZAWAIDEH] compensation otherwise due [ZAWAIDEH] hereunder in respect
3 of Band Masters recorded entirely . . . prior to such termination and [ZAWAIDEH'S] share of all
4 Publishing Income in respect of Band Compositions written prior to such termination.” SWE did
5 not pay ZAWAIDEH the one week of pay after her termination for which she was entitled.
6 Additionally, SWE did not pay ZAWAIDEH her share of the publishing income for which she
7 was entitled.

8 210. DEFENDANTS’ representation was false.

9 211. DEFENDANTS knew that the representation was false when it was made, or made
10 the representation recklessly and without regard for its truth.

11 212. DEFENDANTS intended that Plaintiff rely on the representation.

12 213. Plaintiff reasonably relied on DEFENDANTS’ representation.

13 214. Plaintiff was harmed.

14 215. Plaintiff’s reliance on DEFENDANTS’ representation was a substantial factor in
15 causing Plaintiff to suffer general, consequential, and incidental damages, including economic
16 damages in excess of this Court’s jurisdiction according to proof at trial, but no less than
17 \$29,062.50. Both Plaintiff and DEFENDANTS knew or could reasonably have foreseen that the
18 harm and/or special circumstances were likely to occur in the ordinary course of events as a result
19 of the breach of the contract. Accordingly, DEFENDANTS’ conduct was intentional
20 misrepresentation.

21 216. As an actual and proximate result of the aforementioned violations, Plaintiff has
22 been harmed in an amount according to proof, but in an amount in excess of the jurisdiction of this
23 Court.

24 217. As an actual and proximate result of DEFENDANTS’ unlawful conduct, Plaintiff
25 has lost wages, benefits, and other out of pocket expenses.

26 218. As an actual and proximate result of DEFENDANTS’ aforementioned acts,
27 Plaintiff suffered physical injury and became mentally upset, stressed and aggravated. Plaintiff has
28 experienced mental anguish, stress, aggravation, anxiety, humiliation, embarrassment,

1 sleeplessness, loss of appetite, low self-esteem, hair loss, depression, upset stomach, and other
2 emotional distress. Plaintiff claims general damages for physical injury and mental distress in an
3 amount according to proof at time of trial.

4 219. The above described actions were perpetrated and/or ratified by a managing agent
5 or officer of DEFENDANTS. These acts were done with malice, fraud, oppression, and in reckless
6 disregard of Plaintiff's rights. Further, said actions were despicable in character and warrant the
7 imposition of punitive damages in a sum sufficient to punish and deter Defendants' future conduct.

8 **THIRTEENTH CAUSE OF ACTION**

9 **Negligent Misrepresentation**

10 220. The allegations set forth in this complaint are hereby re-alleged and incorporated
11 by reference.

12 221. Plaintiffs assert this cause of action against all DEFENDANTS.

13 222. DEFENDANTS represented to Plaintiffs that a fact was true.

14 223. DEFENDANTS represented to Plaintiffs that the following facts were true: Section
15 4(a)(i) of the Agreement between ZAWAIDEH and SHAUN WHITE ENTERPRISES, INC.,
16 entitled "Retainer," states, "SWE shall pay to [ZAWAIDEH] for a monthly retainer in the amount
17 of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) . . . for each full month during the
18 term hereof. Retainer payments shall be made in accordance with SWE's customary payroll
19 practices, but in no event less frequently than bi-monthly." SWE did not pay ZAWAIDEH this
20 retainer for 2014.

21 224. Section 4(a)(ii) of the Agreement between ZAWAIDEH and SWE, entitled
22 "Record and Video Profits," states, "SWE shall pay or cause to be paid to [ZAWAIDEH] as a
23 royalty a pro-rata share . . . of fifty percent (50%) of 'Net Record Profits' actually paid to and
24 received by SWE in connection with any such sales and exploitations of the Band Masters by SWE
25 and the licensees and designees of SWE." SWE did not pay ZAWAIDEH the share of record and
26 video profits for which she was entitled.

27 225. Section 4(a)(iii) of the Agreement between ZAWAIDEH and SWE, entitled "Tour
28 Profits," states, "SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata share . . . of fifty

1 percent (50%) of ‘Net Touring Profits’ actually paid to and received by SWE in connection with
2 such Band Concert(s).” SWE did not pay ZAWAIDEH the share of touring profits for which she
3 was entitled.

4 226. Section 4(a)(iv) of the Agreement between ZAWAIDEH and SWE, entitled “Retail
5 Merchandising Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata
6 share . . . of fifty percent (50%) of “Net Retail Merchandising Profits” actually paid to and received
7 by SWE in connection with the retail sale of any Subject Merchandise.” SWE did not pay
8 ZAWAIDEH the share of retail merchandising profits for which she was entitled.

9 227. Section 4(a)(v) of the Agreement between ZAWAIDEH and SWE, entitled
10 “Publishing Income,” states, “[ZAWAIDEH] shall be entitled to receive a share of the income (net
11 of any third party administration fees) earned in respect of said Band Compositions (‘Publishing
12 Income’) based on [ZAWAIDEH’S] contribution to each such Band Composition.” SWE did not
13 pay ZAWAIDEH her share of income for her contributions to musical compositions recorded by
14 the band.

15 228. Section 10(a)(ii) of the Agreement between ZAWAIDEH and SWE states, “In the
16 event SWE shall terminate the term for any reason other than Proper Cause, SWE shall pay to
17 [ZAWAIDEH] the sum equal to the base Retainer [ZAWAIDEH] would have otherwise earned
18 during the one (1) week period immediately subsequent to the date of the termination . . . and shall
19 continue to pay [ZAWAIDEH] compensation otherwise due [ZAWAIDEH] hereunder in respect
20 of Band Masters recorded entirely . . . prior to such termination and [ZAWAIDEH’S] share of all
21 Publishing Income in respect of Band Compositions written prior to such termination.” SWE did
22 not pay ZAWAIDEH the one week of pay after her termination for which she was entitled.
23 Additionally, SWE did not pay ZAWAIDEH her share of the publishing income for which she
24 was entitled.

25 229. DEFENDANTS’ representation was not true.

26 230. Although DEFENDANTS may have honestly believed that the representation was
27 true, DEFENDANTS had no reasonable grounds for believing the representation was true when it
28 was made.

1 231. DEFENDANTS intended that Plaintiff rely on this representation.

2 232. Plaintiff reasonably relied on DEFENDANTS' representation.

3 233. Plaintiff was harmed.

4 234. Plaintiff's reliance on DEFENDANTS' representation was a substantial factor in
5 causing Plaintiff to suffer general, consequential, and incidental damages, including economic
6 damages in excess of this Court's jurisdiction according to proof at trial, but no less than
7 \$29,062.50. Both Plaintiff and DEFENDANTS knew or could reasonably have foreseen that the
8 harm and/or special circumstances were likely to occur in the ordinary course of events as a result
9 of the breach of the contract. Accordingly, DEFENDANTS' conduct was negligent
10 misrepresentation.

11 235. As an actual and proximate result of DEFENDANTS' unlawful conduct, Plaintiff
12 has lost wages or profits, benefits, and has incurred other out-of-pocket expenses.

13 **FOURTEENTH CAUSE OF ACTION**

14 **False Promise**

15 236. The allegations set forth in this complaint are hereby re-alleged and incorporated
16 by reference.

17 237. Plaintiff asserts this cause of action against all DEFENDANTS.

18 238. DEFENDANTS made a promise to Plaintiff.

19 239. DEFENDANTS made the following promises to Plaintiff: Section 4(a)(i) of the
20 Agreement between ZAWAIDEH and SHAUN WHITE ENTERPRISES, INC., entitled
21 "Retainer," states, "SWE shall pay to [ZAWAIDEH] for a monthly retainer in the amount of Three
22 Thousand Seven Hundred Fifty Dollars (\$3,750.00) . . . for each full month during the term hereof.
23 Retainer payments shall be made in accordance with SWE's customary payroll practices, but in
24 no event less frequently than bi-monthly." SWE did not pay ZAWAIDEH this retainer for 2014.

25 240. Section 4(a)(ii) of the Agreement between ZAWAIDEH and SWE, entitled
26 "Record and Video Profits," states, "SWE shall pay or cause to be paid to [ZAWAIDEH] as a
27 royalty a pro-rata share . . . of fifty percent (50%) of 'Net Record Profits' actually paid to and
28 received by SWE in connection with any such sales and exploitations of the Band Masters by SWE

1 and the licensees and designees of SWE.” SWE did not pay ZAWAIDEH the share of record and
2 video profits for which she was entitled.

3 241. Section 4(a)(iii) of the Agreement between ZAWAIDEH and SWE, entitled “Tour
4 Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata share . . . of fifty
5 percent (50%) of ‘Net Touring Profits’ actually paid to and received by SWE in connection with
6 such Band Concert(s).” SWE did not pay ZAWAIDEH the share of touring profits for which she
7 was entitled.

8 242. Section 4(a)(iv) of the Agreement between ZAWAIDEH and SWE, entitled “Retail
9 Merchandising Profits,” states, “SWE shall pay or cause to be paid to [ZAWAIDEH] a pro-rata
10 share . . . of fifty percent (50%) of “Net Retail Merchandising Profits” actually paid to and received
11 by SWE in connection with the retail sale of any Subject Merchandise.” SWE did not pay
12 ZAWAIDEH the share of retail merchandising profits for which she was entitled.

13 243. Section 4(a)(v) of the Agreement between ZAWAIDEH and SWE, entitled
14 “Publishing Income,” states, “[ZAWAIDEH] shall be entitled to receive a share of the income (net
15 of any third party administration fees) earned in respect of said Band Compositions (‘Publishing
16 Income’) based on [ZAWAIDEH’S] contribution to each such Band Composition.” SWE did not
17 pay ZAWAIDEH her share of income for her contributions to musical compositions recorded by
18 the band.

19 244. Section 10(a)(ii) of the Agreement between ZAWAIDEH and SWE states, “In the
20 event SWE shall terminate the term for any reason other than Proper Cause, SWE shall pay to
21 [ZAWAIDEH] the sum equal to the base Retainer [ZAWAIDEH] would have otherwise earned
22 during the one (1) week period immediately subsequent to the date of the termination . . . and shall
23 continue to pay [ZAWAIDEH] compensation otherwise due [ZAWAIDEH] hereunder in respect
24 of Band Masters recorded entirely . . . prior to such termination and [ZAWAIDEH’S] share of all
25 Publishing Income in respect of Band Compositions written prior to such termination.” SWE did
26 not pay ZAWAIDEH the one week of pay after her termination for which she was entitled.
27 Additionally, SWE did not pay ZAWAIDEH her share of the publishing income for which she
28 was entitled.

1 245. DEFENDANTS did not intend to perform this promise when it was made.
2 246. DEFENDANTS intended that Plaintiff rely on this promise.
3 247. Plaintiff reasonably relied on DEFENDANTS' promise.
4 248. DEFENDANTS did not perform the promised act.
5 249. Plaintiff was harmed.
6 250. Plaintiff's reliance on DEFENDANTS' promise was a substantial factor in causing
7 her harm. Plaintiff's reliance on DEFENDANTS' representation was a substantial factor in causing
8 Plaintiff to suffer general, consequential, and incidental damages, including economic damages in
9 excess of this Court's jurisdiction according to proof at trial, but no less than \$29,062.50. Both
10 Plaintiff and DEFENDANTS knew or could reasonably have foreseen that the harm and/or special
11 circumstances were likely to occur in the ordinary course of events as a result of the breach of the
12 contract. Accordingly, DEFENDANTS' conduct was a false promise.

13 251. As an actual and proximate result of DEFENDANTS' unlawful conduct, Plaintiff
14 has lost wages or profits, benefits, and has incurred other out-of-pocket expenses.

15 **FIFTEENTH CAUSE OF ACTION**

16 **Violation of Business and Professions Code section 17200, et seq.**

17 252. The allegations set forth in this complaint are hereby re-alleged and incorporated
18 by reference.

19 253. Plaintiff assert this cause of action against DEFENDANTS.

20 254. Business and Professions Code section 17200 prohibits unfair competition, which
21 includes, "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue
22 or misleading advertising"

23 255. DEFENDANTS engaged in unlawful, unfair and fraudulent business practices as
24 evidenced by the breach of contract, breach of implied covenant of good faith and fair dealing,
25 intentional misrepresentation, false promise, negligent misrepresentation, nonpayment of wages,
26 and violation of Business and Professions Code section 17200, et seq.

27 256. As an actual and proximate result of the aforementioned violations, Plaintiff seeks
28 from DEFENDANTS restitution and the disgorgement of all earnings, profits, compensation,

BOHM LAW GROUP, INC.
5205 KEARNY VILLA WAY, SUITE 105
SAN DIEGO, CALIFORNIA 92123

1 benefits and other ill-gotten gains obtained by DEFENDANTS as a result of DEFENDANTS'
2 conduct in violation of Business and Professions Code section 17200, *et seq.*

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF demands judgment against SHAUN WHITE, SHAUN
5 WHITE ENTERPRISES, INC., FASTER THAN THE MUSIC, LLC., and BAD THINGS
6 TOURING, INC. and any other Defendants who may be later added to this action as follows:

- 7 1. For compensatory damages, including, but not limited to lost wages and
8 non-economic damages in an amount according to proof;
- 9 2. For restitution pursuant to Business and Professions Code section 17200, *et seq.*;
- 10 3. For disgorgement of all sums unjustly obtained from Plaintiff pursuant to Business
11 and Professions Code section 17200, *et seq.*
- 12 3. For attorneys' fees and costs pursuant to all applicable statutes or legal principles;
- 13 4. For cost of suit incurred;
- 14 5. For civil penalties;
- 15 6. For punitive damages;
- 16 7. For prejudgment interest on all amounts claimed pursuant to Civil Code sections
17 3287 and 3288;
- 18 8. For such other and further relief as the court may deem proper.

19
20
21 Date: August 12, 2016

22 By: 

23 LAWRENCE A. BOHM, ESQ.
24 KELSEY K. CIARIMBOLI, ESQ.
25 RACHAEL E. SAUER, ESQ.

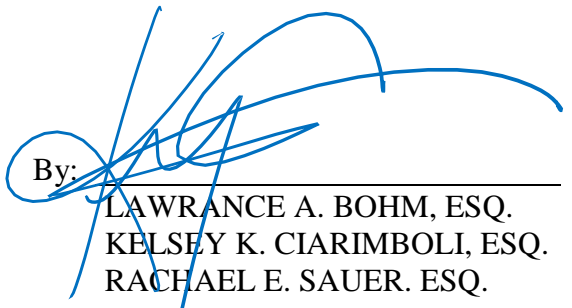
26 Attorneys for Plaintiff,
27 LENA ZAWAIDEH
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury for this matter.

Date: August 12, 2016

By: 

LAWRANCE A. BOHM, ESQ.
KELSEY K. CIARIMBOLI, ESQ.
RACHAEL E. SAUER, ESQ.

Attorneys for Plaintiff,
LENA ZAWAIDEH

BOHM LAW GROUP, INC.
5205 KEARNY VILLA WAY, SUITE 105
SAN DIEGO, CALIFORNIA 92123

VERIFICATION OF FIRST AMENDED COMPLAINT FOR DAMAGES

I, **LENA ZAWAIDEH**, have read the attached First Amended Complaint for Damages and hereby attest to the truth of all matters asserted therein except for those alleged on information and belief.

I declare under penalty of perjury, pursuant to the laws of the State of California that the foregoing is true and correct to the best of my personal knowledge.

8/12/2016
Date



LENA ZAWAIDEH

EXHIBIT A

Sep 1, 2011, 6:20 PM



Oct 25, 2011, 5:31 PM

I want my nipples pierced so bad. i'm gonna do it. I dont care.



Oct 26, 2011, 9:27 PM



Text Message

Send

Oct 25, 2011, 5:31 PM

I want my nipples pierced
so bad.
i'm gonna do it. I dont
care.



Oct 26, 2011, 9:27 PM



Text Message

Send

God dammit



We miss u!!

Your newborn children will not be spared

Come on be a team player



EXHIBIT B

AGREEMENT

This agreement is made as of March 10, 2011, between Shaun White Enterprises, Inc. ("SWE"), c/o Hertz & Lichtenstein, LLP, 450 North Roxbury Drive, 8th Floor, Beverly Hills, CA 90210-4222, Attn: Jeremy G. Mohr, Esq., and Lena Zawaideh ("Artist"), c/o _____, as follows:

1. Engagement. Commencing on the date hereof, SWE hereby engages Artist to render to SWE during the term hereof Artist's services on an exclusive basis in connection with the activities of the musical group in which Shaun White ("White") performs, currently known as "Bad Things" (the "Band"), in any and all areas of the entertainment industry upon the terms and conditions herein set forth, and Artist hereby accepts such engagement and shall keep and perform all of the duties, services, obligations and covenants herein set forth.

2.. Services.

(a) Artist shall render services as a musician, musical performer and vocalist with Band in connection with the creation, production, exploitation, performance and exhibition of, without limitation, phonograph records, television programs, motion pictures, theatrical productions, live personal appearances, concerts, tours, and radio programs, and shall render services in such other related artistic or creative aspects of the entertainment industry as shall be specified by SWE and/or White.

(b) During the term hereof, Artist shall render such services at such places throughout the world, at such times and in such a manner as SWE and/or White shall from time to time require. Artist shall render services as set forth herein for SWE on an exclusive basis. During the term hereof Artist shall not, whether as an individual or as a member of a performing group or otherwise, render musical services either for Artist's own account or for the benefit of or on behalf of any other person, firm, corporation or other entity ("Other Party") without the prior written consent of SWE in each instance, which consent may be withheld for any reason. Without limiting the foregoing, Artist shall not render or agree to render any services of any kind for any Other Party which would or might conflict with, interfere with or prevent the complete rendition of Artist's services to SWE or might conflict with the best interests of SWE, White and the Band. SWE shall consider in good faith Artist's reasonable requests to render non-musical services to third parties during periods of the term during which Artist's services are not required of SWE hereunder (e.g., down time between tours or tour legs), it being expressly acknowledged and agreed that all such services by Artist shall be subject to SWE's prior approval in each instance, and Artist shall not render any such services which might conflict with the best interests of SWE, White and the Band.

(c) During the term hereof, SWE shall have the right, from time to time, to lend to any Other Party the services of Artist in any capacity in which Artist is obligated to render services to SWE hereunder in connection with the activities of the Band. Artist shall render such services to such Other Party pursuant to the terms and conditions set forth herein. Artist shall execute all documents necessary to assure any Other Party that Artist shall perform Artist's obligations hereunder for the

benefit of such Other Party. Except as provided herein, Artist shall not be entitled to receive any of the monies or other compensation received by SWE and/or the Band from any such Other Party.

(d) The services agreed to be rendered by Artist are of a special, unique, extraordinary, and intellectual character involving skill of the highest order, giving them peculiar value, and in the event of a breach by Artist of any material term, condition or covenant hereof, SWE and White will be caused irreparable injury. Artist expressly agrees that in the event Artist shall breach any material provision of this agreement, SWE shall be entitled to elect any and all remedies provided in such event by law or equity, and in addition to any other rights or remedies available to SWE, SWE shall have the right to seek injunctive relief and recoup any damages incurred by SWE, White and Band as a result of such breach, from any monies which may be payable to Artist hereunder or under any other agreement between Artist and SWE and/or White.

(e) Artist shall promptly and faithfully comply with all instructions, directions, requests, rules, and regulations made or issued by SWE and/or White in connection herewith. Artist shall perform and render the services required to be rendered hereunder conscientiously and to the best of Artist's ability at all times, wherever required or desired by SWE and/or White and as instructed by SWE and/or White in all matters, including those involving artistic taste and judgment.

3. Term. The term hereof shall commence as of the date hereof and shall continuing until such time as SWE shall terminate Artist's engagement hereunder, either for cause or for any other reason, as described below.

4. Compensation.

(a) In full and complete consideration of the rights granted and services performed by Artist hereunder, and conditioned upon the full and faithful performance by Artist of all of Artist's material obligations hereunder, SWE shall pay or cause to be paid to Artist the following compensation:

(i) Retainer. Commencing upon the date hereof and continuing during the term hereof, SWE shall pay to Artist a monthly retainer in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) ("Retainer") for each full month during the term hereof. Retainer payments shall be payable in accordance with SWE's customary payroll practices, but in no event less frequently than bi-monthly. In the event that the term hereof shall commence or end in the middle of a calendar month, Artist shall be entitled only to a pro-rata portion of the Retainer otherwise payable hereunder for such month. The Retainer payments, and any other amounts paid by SWE or White to Artist hereunder (other than amounts paid under subparagraphs 4a.(ii), 4a.(iii), 4a.(iv) and 4a.(v) below) shall be recoupable from any and all amounts payable to Artist under this paragraph 4 below.

(ii) Record and Video Profits.

(A) In respect of the sale and exploitation of audio and audio-visual master recordings embodying Artist's featured performances together with the Band ("Band Masters"), SWE shall pay or cause to be paid to Artist as a royalty a pro-rata share (based upon the number of Band members performing on the applicable Band Master[s], including White) of fifty percent (50%) of "Net Record Profits" actually paid to and received by SWE in connection with any such sales and exploitations of the Band Masters by SWE and the licensees and designees of SWE. As used herein, "Net Record Profits" shall mean the gross amounts received by or credited to SWE as a result of any sales and exploitations of the Band Masters on records or otherwise, less all out-of-pocket costs and expenses actually paid by or on behalf SWE and/or White to a third party or charged to SWE and/or White by a third party in connection such sales and exploitations including, without limitation, the following: (1) any and all recording costs for the Band Masters; (2) any and all third party costs in connection with the manufacture of records and audio-visual works embodying the Band Masters; (3) any and all third party costs in connection with the advertising, sale, marketing, promotion and publicity of the Band Masters; and (4) mechanical and other publishing royalties and fees payable in respect of such sales and exploitations. In respect of records and audio-visual works embodying Band Masters and other masters (e.g., Band recordings embodying Artist's performances, and Band or other recordings not embodying Artist's performances), only a fraction of the "Net Record Profits" derived therefrom shall be subject to this agreement, the numerator of which shall be the number of Band Masters embodied on such record or audio-visual work and the denominator of which shall be the total number of masters embodied thereon.

(B) Notwithstanding anything to the contrary contained herein, Artist shall not be entitled to receive the royalty as set forth herein in respect of any particular Band Masters unless Artist shall fully render all services as set forth herein in connection with all recording activities, touring engagements, videos and other promotional activities undertaken by SWE and the Band in respect of the record(s) embodying such Band Master(s). In the event that Artist does not fully render services as set forth herein in connection with all recording activities, touring engagements, videos and other promotional activities undertaken by SWE and Band in respect of record(s) embodying any such Band Master(s), Artist shall be entitled to receive only one-half (1/2) of the otherwise applicable royalty hereunder in respect of such Band Master(s).

(iii) Tour Profits. In respect of the live concert performances by the Band at which Artist performs live in concert together with the Band ("Band Concerts"), SWE shall pay or cause to be paid to Artist a pro-rata share (based upon the number of Band members performing at the applicable Band Concert[s], including White) of fifty percent (50%) of "Net Touring Profits" actually paid to and received by SWE in connection with such Band Concert(s). As used herein, "Net Touring Profits" shall mean the aggregate net profits earned and actually received by SWE in respect of any Band Concert(s), as said aggregate net profits shall be customarily calculated by SWE's accountants. Without limiting the generality of the foregoing, it is expressly acknowledged that for the purpose of calculating Net Touring Profits, (1) all salary payments to Artist and other members of the Band (including White) in connection with any Band Concert(s) shall be deemed a deductible expense in calculating Net Touring Profits, and (2) any monies payable to SWE specifically in respect of sponsorships of Band Concerts (and not, for the avoidance of doubt, sponsorships of White generally and not the Band) and/or in respect of tour merchandise rights relating specifically to the

name of the Band and images of the Band as a group (and not, for the avoidance of doubt, merchandising rights relating specifically to White generally and not the Band) shall be included.

(iv) Retail Merchandising Profits. For purposes of this subparagraph, the term "Subject Merchandise" shall mean customary merchandise sold by musical performers (e.g., hats, t-shirts, hoodies, posters, etc.) and embodying: (1) Artist's name and/or likeness; (2) the likenesses of all Band members; and/or (3) only the Band name and/or logo(s). SWE shall pay or cause to be paid to Artist a pro-rata share (based upon the number of Band members entitled to a share of revenue derived from the applicable Subject Merchandise, including White) of fifty percent (50%) of "Net Retail Merchandising Profits" actually paid to and received by SWE in connection with the retail sale of any Subject Merchandise. As used herein, "Net Retail Merchandising Profits" shall mean the aggregate net profits earned and actually received by SWE solely in respect of the retail sale of any Subject Merchandise, as said aggregate net profits shall be customarily calculated by SWE's accountants. Without limiting the generality of the foregoing, it is expressly acknowledged that for the purpose of calculating Net Retail Merchandising Profits, all manufacturing, advertising, distribution, and third party fulfillment or other costs shall be deemed a deductible expense in calculating Net Retail Merchandising Profits.

(v) Publishing Income. In the event that Artist shall write or co-write any musical compositions that are recorded by the Band (hereinafter said compositions shall be referred to as "Band Compositions"), Artist shall be entitled to receive a share of the income (net of any third party administration fees) earned in respect of said Band Compositions ("Publishing Income") based on Artist's contribution to each such Band Composition (if any), which share shall be mutually determined by White and Artist; provided, however, that in the event of a dispute between White and Artist, the share of said Publishing Income payable to Artist shall be determined by White in White's good faith discretion. The copyright in any Band Compositions co-written by Artist shall be exclusively administered in perpetuity by SWE or SWE's publishing designee (e.g., SWE [and/or SWE's publishing designee] shall have the unrestricted exclusive right to exploit and grant licenses relating to 100% of each Band Composition), and SWE shall cause such publishing designee to pay to Artist the Artist's share, if any, of the Publishing Income earned in respect thereof. For the purposes of this agreement, the term "administer" shall mean the exclusive right to exploit 100% of the Band Compositions and to collect all income in respect thereof; to print, publish, sell, use and license the use of the Band Compositions; to execute in the name of the writers and the administrator any and all licenses and agreements whatsoever affecting or respecting the Band Compositions including, but not limited to, licenses for mechanical reproduction, public performance, synchronization use and print use; to conduct all legal claims and defenses with respect to the Band Compositions; and to assign, license and sublicense any and all such rights to others, subject to the terms hereof.

(b) For any periods during which Artist is required by SWE hereunder to travel outside of the Los Angeles area to perform services requested by SWE hereunder, SWE shall provide to Artist transportation and lodging substantially equivalent to that provided to the other salaried members of the Band. Artist hereby acknowledges and agrees that Artist shall be solely responsible for paying any incidental expenses (e.g., telephone calls and room service) incurred by Artist during any such periods, and that if SWE or White pays any such expenses, then without limiting any of

SWE's or White's rights or remedies, SWE shall have the right to deduct the amount thereof from any and all monies payable to Artist hereunder.

(c) Notwithstanding any of the foregoing, no Net Record Profits, Net Touring Profits, Net Retail Merchandising Profits or Publishing Income shall be payable to Artist hereunder unless and until any and all costs and expenses incurred or paid by SWE and/or White in connection with the Band Masters, the Band Concerts, the Subject Merchandise, the Band Compositions, or otherwise in connection with the development, activities and services of the Band, and the use and exploitation of the results and proceeds of the Band's services, have been recouped by SWE from amounts payable to SWE in connection with the Band Masters, the Band Concerts, the Subject Merchandise and the Band Compositions. Thereafter, Net Record Profits, Net Touring Profits, Net Retail Merchandising Profits and/or Publishing Income (if any) shall be payable on a semi-annual basis as described below.

(d) (i) Statements as to monies payable to Artist under paragraph 4 above shall be sent to Artist on a semi-annual basis within ninety (90) days after each June 30 and December 31; provided, however, that no such statements shall be required for periods in which no payments are due Artist under paragraphs 4a.(ii) – (v). Statements shall be accompanied by a payment of accrued monies, if any, earned by Artist hereunder during such period covered by each such statement less all advances and charges under this agreement. Artist understands and agrees that in rendering statements to Artist hereunder, SWE shall be relying on statements rendered to SWE by and/or under agreements with third parties. Accordingly, notwithstanding anything to the contrary contained herein, the statements which SWE renders to Artist pursuant to this agreement shall be deemed accurate and Artist shall have no right to object thereto insofar as such statements rendered hereunder are accurate based on the information provided to SWE by said third parties.

(ii) The statements which SWE renders to Artist shall not be subject to objection unless specific objection in writing is given to SWE within one (1) year after the date rendered. Artist shall be deemed to have consented to all statements and other accountings hereunder and each statement or other accounting shall be conclusive, final and binding, shall constitute an account stated, and shall not be subject to any objection for any reason whatsoever unless specific objection in writing stating the basis thereof is given by Artist to SWE within one (1) year after the date rendered. Each statement shall be deemed rendered when due unless Artist notifies SWE to the contrary within sixty (60) days after the date due. No action, suit or proceeding of any nature in respect of any statement or other accounting rendered by SWE hereunder may be maintained against SWE unless such action, suit or proceeding is commenced against SWE in a court of competent jurisdiction within six (6) months after SWE's receipt of the aforesaid written objection. Artist shall have no right to audit the books or records of any third party with whom SWE is under contract or to whom SWE grants rights in respect of the Band and the services of the Band. However, Artist, or an attorney or certified public accountant on Artist's behalf, may, at Artist's sole expense upon written notice to SWE, during normal business hours and only once per calendar year, examine SWE's books and records solely to the extent directly related to the Band and monies payable to Artist hereunder, and solely related to statements and other accountings hereunder which are not conclusive, final and binding. SWE shall have no obligation to permit Artist to examine any such particular books and

records more than once. The rights hereinabove granted to Artist shall constitute Artist's sole and exclusive rights to examine SWE's books and records.

(e) (i) Any and all payments pursuant to this paragraph 4 are expressly conditioned on Artist's full performance of all of Artist's material obligations hereunder. Further, Artist shall not be entitled to any royalties, sums or payments of any nature in respect of services rendered hereunder or rights granted herein, except as expressly provided herein.

(ii) Notwithstanding anything contained herein to the contrary, Artist acknowledges and agrees that the professional representatives of the Band (e.g., manager and agent) shall be entitled to receive a commission in respect of any and all monies payable to Artist hereunder (and will be receiving the same with regard to the other salaried members of Band) at the rate at which the professional representatives would be entitled to commission such income if such income were earned by the Band. By way of clarification, the Band's professional representatives will not "double" commission monies payable to Artist hereunder (i.e., the professional representatives will commission the aggregate monies paid to SWE in respect of the Band, but will not then commission again monies paid to Artist, specifically including salary payments, out of such monies paid to SWE). However, with respect to any monies paid to Artist directly by a third party for services rendered under this agreement (e.g., ASCAP or BMI writer's share royalties), each of the Band's professional representatives shall be entitled to its commission. SWE warrants and represents that the terms of this subparagraph 4(e)(ii) apply to monies payable to all salaried members of the Band.

(iii) Artist hereby acknowledges that Artist shall render all services hereunder as an independent contractor. Notwithstanding the foregoing, SWE may deduct and withhold from any compensation payable to Artist hereunder the amounts required to be deducted and withheld by SWE under the provisions of any statute, regulation, ordinance or order, and any and all amendments thereto, whether now or hereafter in effect, requiring the deduction or withholding of compensation, and Artist agrees to execute such forms and other documents as SWE requires in connection therewith. Payments hereunder are inclusive of any and all payments due for any consents, permissions, and licenses in connection with the services rendered by Artist and the rights granted by Artist hereunder, including, but not limited to, any and all payments that are required to be made by SWE pursuant to the provisions of any union or guild agreements in respect of the services rendered by Artist and the rights granted by Artist hereunder (Artist hereby waives any rights to payments from SWE in excess of the payments hereunder, whether arising or required under any union or guild agreements, or otherwise, it being acknowledged that nothing contained herein shall be deemed a waiver by Artist of any payments due Artist directly from any unions or guilds).

5. Special Equipment. SWE and/or White may, but shall in no way be obligated to, purchase equipment for Artist's use during the term hereof. Such equipment shall be the property of SWE, and upon the expiration or termination of the term of this agreement, or at such earlier time as SWE may request, Artist shall deliver to SWE any instrument, equipment, or other property belonging to SWE or White in as good condition as when received by Artist, reasonable wear and tear excepted, and Artist shall reimburse SWE on demand for any damage to any such property. Notwithstanding anything to the contrary contained herein, in the event that Artist shall at any time

destroy, lose or negligently maintain any instrument, equipment or other property belonging to SWE or White, Artist shall reimburse SWE on demand for any damage or loss suffered by SWE or White in connection therewith, and SWE shall have the right to deduct the amount of such damage or loss from monies otherwise payable to Artist hereunder.

6. Grant of Rights to SWE.

(a) The results and proceeds of all services performed by Artist hereunder including, without limitation, all master recordings recorded or produced by Artist in connection with the Band at any time (including Band Masters), and all performances (visual and non-visual) rendered by Artist in connection with the Band hereunder in any and all media, from the inception of the recording or performance thereof, and all copyrights therein and thereto, shall be entirely SWE's property, free of any claims whatsoever by Artist or any other person, firm, or corporation. SWE or its designee shall, accordingly, have the sole and exclusive right to copyright such master recordings, performances and all other reproductions in SWE's or SWE's designee's name, as the owner and author thereof, and to secure any and all renewals and extensions of such copyrights (it being understood that for all such purposes Artist and all other persons rendering services in connection with any such master recordings or other reproductions shall, for purposes of the United States Copyright Act, be SWE's employees for hire). Nevertheless, Artist shall, upon SWE's request, execute and deliver to SWE any assignments of copyright in and to such master recordings, performances, or other reproductions as SWE may deem reasonably necessary, and Artist hereby irrevocably appoints SWE as Artist's attorney-in-fact for the purpose of executing such assignments in Artist's name in the event that Artist shall fail to execute any such assignments within a reasonable time after SWE's request therefor. Without limitation of any of the foregoing, SWE or its designees shall have the exclusive worldwide right in perpetuity to manufacture, sell, distribute and advertise phonograph records, videos, motion pictures, other productions (visual and non-visual) embodying Artist's performances hereunder, to lease, license, convey or otherwise use or dispose of such records, videos, motion pictures or other productions by any method now or hereafter known, in any field of use, to release phonograph records, videos, motion pictures or other productions embodying such performances under any trademarks, trade names, or labels, to perform such phonograph records, videos, motion pictures or other productions publicly, and to permit the public performance thereof by radio or television broadcast, or any other method now or hereafter known, all upon such terms and conditions as SWE may approve, and to permit any other person, firm, or corporation to do any or all of the foregoing, or SWE may refrain from doing any or all of the foregoing.

(b) SWE and the designees of SWE shall have the worldwide right in perpetuity to use Artist's name, likeness(es), photographs, recorded performances, attributes and biographical materials concerning Artist, in any manner and in any and all fields of use, for advertising, commercial, trade or publicity purposes and otherwise without restriction in connection with the services performed by Artist hereunder and in connection with products, services and merchandise licensed or otherwise exploited by SWE in connection with the Band hereunder (including, without limitation, in connection with Band Masters and Subject Merchandise, and in connection with the production of performances by the Band, the exploitation of said performances, any recordings and activities by the Band hereunder, the results and proceeds of Artist's services hereunder and the

exploitation thereof, commercial merchandising activities relating to the Band, and in connection with general "goodwill advertising" pertaining to the Band, SWE and/or White).

(c) Without limiting the generality of any of the foregoing, Artist agrees that SWE and White shall have the right to designate or approve the name of the Band, and that SWE shall be the sole and exclusive owner of all rights in and to the name of the Band (including all trademark and similar rights) and to all logos and other property derived from the Band name. Artist agrees that Artist shall not at any time challenge the rights of SWE in and to any such name, and Artist shall not use any such name at any time without SWE's prior written consent.

7. Warranties and Representations. Artist warrants and represents: (a) that Artist has the right to enter into this agreement, to grant all rights herein granted, and perform all acts herein undertaken; (b) that Artist is at least eighteen (18) years of age; (c) that the exercise and exploitation of the rights and materials herein granted or conveyed will not violate or infringe upon the rights of any other person, firm or corporation; (d) that no Band Compositions, to the extent written or co-written by Artist, nor any other selections, materials, ideas or other properties furnished by Artist and embodied or contained in or used in connection with any Band Masters, any Subject Merchandise, or any products derived therefrom, will violate or infringe upon any common law or statutory right of any person, firm or corporation; and (e) that after the expiration or termination of the term of this agreement, Artist shall not, prior to the later of the following dates, perform for any person, firm or corporation other than SWE for the purpose of making phonograph records or master recordings, any selection which shall have been recorded hereunder: (i) the date five (5) years subsequent to the date on which such selection shall have been last recorded hereunder, or (ii) the date three (3) years subsequent to the expiration or termination of the term of this agreement. Artist hereby agrees to and does hereby defend, indemnify and hold harmless SWE, White and the licensees and designees of SWE and White, from and against any third party claim (including court costs and legal fees) based upon or arising out of the breach or alleged breach of any of the foregoing respective warranties and representations.

8. Notices. All notices hereunder shall be sent to the recipient at its address first set forth above and will be deemed effective when posted certified or registered mail return receipt requested, with postage prepaid. Notices of change of address will be effective upon receipt of thereof.

9. Cure. No breach of this Agreement by SWE shall be deemed material and SWE shall not be deemed to be in breach of any of its obligations unless within thirty (30) days after Artist learns of such breach, Artist serves written notice upon SWE specifying the nature thereof, and SWE shall have failed to cure such breach within thirty (30) days after receipt of notice from Artist specifying in detail the nature of such alleged breach.

10. Suspension and Termination Rights.

(a) Notwithstanding anything to the contrary contained herein, SWE shall have the right, at SWE's election, to suspend SWE's obligations hereunder upon written notice to Artist if:

(i) for any reason whatsoever Artist shall become "disabled" (as such term is defined hereinbelow); (ii) Artist shall refuse, neglect, or be unable to comply with any of Artist's material obligations hereunder; or (iii) as a result of a force majeure event SWE is hampered in the fulfillment of SWE's obligations hereunder. Such suspension shall be for the duration of any such event or contingency. As used in this paragraph 10, the term "disabled" shall mean Artist's inability by reason of physical, mental or emotional illness, vocal impairment, facial or physical disfigurement, accident or other incapacity, to substantially perform Artist's normal and usual employment duties and services for SWE for a period of ten (10) or more consecutive days.

(b) (i) Without limiting the terms of subparagraph 10(a) above, and notwithstanding anything to the contrary contained herein, SWE shall have the right to terminate the term of this agreement, with or without "Proper Cause" (as such term is defined hereinbelow), by sending written notice to Artist at any time, in which event SWE shall immediately be relieved of any further obligations to utilize Artist's services hereunder or to pay Artist's compensation in connection therewith, or to pay any Retainer or other compensation hereunder following such termination, except as expressly provided in subparagraph 10(b)(ii) hereinbelow.

(ii) In the event SWE shall terminate the term for any reason other than Proper Cause, SWE shall pay to Artist the sum equal to the base Retainer Artist would have otherwise earned during the one (1) week period immediately subsequent to the date of termination, so long as Artist fully performs all of Artist's obligations hereunder in accordance with the terms and provisions hereof prior to the date of termination, and shall continue to pay to Artist compensation otherwise due Artist hereunder in respect of Band Masters recorded entirely (i.e., completely recorded and mixed) prior to such termination and Artist's share of all Publishing Income in respect of Band Compositions written prior to such termination. As used herein, the term "Proper Cause" shall mean and include, without limitation: (A) Artist's failure, refusal, neglect or inability (for reasons other than Artist's illness or so-called "force majeure" causes) to render services or to fulfill any material obligation hereunder as, when, and in the manner required (including, without limitation, Artist's failure to follow SWE's and/or White's instructions in matters of artistic taste); (B) Artist's arrest or conviction for any crime, whether misdemeanor or felony; (C) Artist's inability or unwillingness to work in cooperation with other Band members and/or as reasonably requested or instructed by SWE; (D) Artist's abuse of any illegal or recreational drugs; and (E) Artist becoming publicly involved in any situation which violates the standards of public morals or which substantially brings Artist into public disrepute, contempt, scandal or ridicule, or which offends the community or which reflects unfavorably upon SWE, White, any of SWE's or White's employees, shareholders or agents, or any venture or business with which SWE and/or White is associated.

(c) Notwithstanding anything to the contrary contained herein, Artist shall have the right to terminate the term of this agreement by sending written notice to SWE not later than ninety (90) days prior to the date termination is to become effective. Upon such termination, SWE shall immediately be relieved of any further obligations hereunder, including any obligation to make further payments to Artist hereunder, other than compensation otherwise due Artist hereunder in respect of Band Masters recorded entirely (i.e., completely recorded and mixed) prior to such termination and Artist's share of all Publishing Income in respect of Band Compositions written prior

to such termination. In the event that Artist terminates the term as described in this subparagraph 10(c), Artist expressly warrants, represents and agrees that, for a period of two (2) year following such termination, Artist shall not perform or render musical services together with any other then-current or then-former member(s) of the Band without SWE's express written consent, which SWE may withhold in its sole discretion. In the event Artist breaches the restriction described in the immediately preceding sentence, then in addition to any other claims, damages, rights and remedies to which SWE and White may be entitled, SWE shall be relieved of any obligations to pay Artist any further compensation hereunder (including, without limitation, any compensation otherwise due Artist hereunder in respect of Band Masters and Band Compositions, regardless of when recorded, written or exploited).

11. Miscellaneous. This agreement has been entered into in the State of California and its validity, construction, interpretation and legal effect shall be governed by the laws of California applicable to agreements entered into and performed entirely within California. Any action based on, or arising out of, this agreement shall be brought in a court of competent jurisdiction in the State of California. This agreement constitutes the entire agreement between the parties hereto and cannot be modified except by a written instrument signed on behalf of SWE and by Artist. No modification or termination of this agreement shall affect or impair any rights or obligations which have theretofore matured hereunder. This agreement may be executed by the parties hereto in counterparts, and the parties hereto shall be entitled to rely upon the facsimile signature on behalf of the other party hereto as conclusive evidence of such party's agreement to be bound by the terms hereof. SWE shall have the right, at SWE's election, to assign this agreement or any of SWE's rights or obligations hereunder, in whole or in part. Artist shall not have the right to assign any of Artist's rights or obligations hereunder. Nothing herein contained shall constitute a partnership or a joint venture between SWE or White and Artist. Neither party hereto shall hold themselves out contrary to the terms of the preceding sentence, and neither SWE nor White shall be liable for any representation, act or omission of or by Artist other contrary to the terms of this paragraph. Artist acknowledges that SWE has advised Artist and given Artist the opportunity to seek the advice of independent counsel, and Artist is executing this agreement voluntarily after consultation with independent counsel or after intentionally electing not to seek the advice of independent counsel.

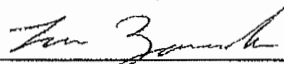
12. Confidentiality. Attached hereto as Exhibit "A" are the standard terms and conditions regarding rights and confidentiality requirements of SWE and White in respect of persons

performing services in connection with White. Said terms and conditions are hereby accepted by Artist, and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date specified on page 1 hereof.

SHAUN WHITE ENTERPRISES, INC.

By: _____
An Authorized Signatory



Lena Zawaideh

EXHIBIT "A"

I desire to begin (or to continue) rendering certain services to you as you shall request in connection with certain professional activities (the "Activities") of Shaun White ("White") as you shall designate.

In connection with the rendition of such services, it is acknowledged and agreed that I may be exposed to and/or obtain information regarding White. In consideration of your agreeing to engage (or to continue to engage) my services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. I hereby acknowledge that White's privacy, and the privacy of all relatives, family, friends, and representatives of White (each, an "Associate"), is highly valued and that all efforts are made to maintain confidentiality with respect to Confidential Information (as defined below). I acknowledge that I may have access to Confidential Information during the course of my engagement. I agree that I shall not, at any time, disclose or communicate to any third party any of the following: (a) any information and/or materials concerning the business, professional and/or personal life (including, without limitation, information and/or materials relating to the legal affairs, the financial affairs, the physical health, or the philosophical, spiritual or other views or characteristics) of White and/or an Associate; (b) any non-public correspondence or communications regarding White, an Associate and/or the Activities; (c) any act or omission by White and/or any Associate; (d) any information contained in or concerning any agreement regarding White, an Associate and/or the Activities, including this agreement; and (e) any other information and/or materials relating, directly or indirectly, to White, an Associate, the Activities, or my engagement, which (i) is of the type ordinarily or customarily treated as confidential by artists, performers and/or athletes in the entertainment industry, (ii) I am advised by White or an Associate is confidential, or (iii) a reasonable and prudent person would understand or assume to be confidential. All of the information, materials, correspondence, communications, acts, omissions and agreements described in this paragraph are herein collectively referred to as "Confidential Information", and the definition thereof is to be liberally construed in favor of White and the Associates.

2. Without limiting the generality of paragraph 1 hereof, I agree that I shall not, at any time, do any of the following: (a) provide, directly or indirectly, any information concerning White, an Associate, the Activities or my engagement, to any reporter, writer, investigator or the like; (b) grant any interview or contribute to any book, program, article or other form of report, communication or publication, concerning White, an Associate, the Activities or my engagement; (c) confirm or deny any rumor, claim, allegation, statement, event, or other matter or information of any kind regarding or involving White, an Associate, the Activities or my engagement, whether or not the same constitutes Confidential Information; and (d) post, transmit or otherwise circulate via any electronic means including, but not limited to, on or by means of any so-called "social networking" or other websites (or via any other channels) any information concerning, involving or referencing White, an Associate, the Activities or my engagement (including, without limitation, any information about the whereabouts of White or my interaction with White), whether or not the same constitutes Confidential Information. I further agree that I shall not at any time take any action, or make any written or oral remarks, that may harm or disparage the reputation of White and/or any Associate.

3. (a) I agree that I shall not, at any time, take or disseminate to anyone: (i) any photographs or other likenesses of White and/or any Associate; (ii) any audio and/or audiovisual recordings of White and/or any Associate; and (iii) any documents, agreements, correspondence, and/or other materials relating to the business, professional or personal affairs of White and/or any Associate. All of the foregoing shall be deemed Confidential Information, and is and shall remain the sole and exclusive property of White. Upon termination of my services, I shall immediately return to White all of the foregoing which may have come into my possession at any time.

(b) I hereby expressly acknowledge that I understand the importance of protecting White's intellectual property (including any photographs and/or videos embodying White's likeness, activities and/or performances [referred to herein as the "Property"]), and I hereby agree to take all necessary and appropriate security measures towards that end, including (i) restricting access to any files or other material embodying any Property, in whole or in part, solely to essential personnel authorized by White to access such files or other material, and (ii) ensuring that all disc drives, tapes and/or other media upon which any portion of any of the Property is fixed shall be kept in a secure, locked location at all times when not being specifically utilized by personnel authorized by White to access the Property. I hereby agree to immediately notify White in the event of any suspected breach of any of the foregoing security protocol, whether by me, and of my personnel or by any other third party. In the event of any such breach, I hereby further agree that I shall cooperate with White (and any authorities and investigators working with White) and shall, at White's request, submit to White (and any authorities and investigators working with White) for forensic examination all computers, computer hardware, communications equipment, hard disc drives, tapes and/or other media upon which any portion of any Property may be fixed or distributed.

4. I agree that Confidential Information shall be accorded the maximum benefits and protection available under law with respect to rights of privacy and/or publicity, and confidential information and other proprietary matter, and nothing set forth herein shall be construed to limit or waive any remedies (at law or in equity) to which White and/or any Associate may be entitled relating to the unauthorized disclosure of such Confidential Information and/or any other breach hereof; all of the rights and remedies of White and any applicable Associate(s) with respect thereto are hereby expressly reserved. If I am required by legal process to disclose any Confidential Information at any time, I agree to notify White immediately in writing, and, in all events, I shall only disclose such portion of the Confidential Information as is strictly required by such legal process (or as required by court order), and shall redact all other information.

5. I hereby acknowledge that, in connection with the Activities, White has the exclusive right to photograph, tape, film, record, or otherwise create materials (collectively, "Reproductions") which display, duplicate or reproduce White's performances and activities, my activities, and/or the activities of other persons in connection therewith (including, without limitation, photographs and so-called "behind-the-scenes" and "making-of" audio and audio-visual recordings). I acknowledge and agree that the Reproductions may contain scenes in which I appear recognizably (the "Scenes"). I hereby grant to White and White's assignees and licensees, throughout the universe in perpetuity, the right to photograph, tape, film, record (audio and/or video) or otherwise create materials embodying my name, voice, photograph, likeness, appearance and activities in connection with the Scenes, and to

exhibit, distribute, exploit and otherwise use and reproduce any such Reproductions or Scenes by any means and in any and all media, at any time, without restriction of any kind and without payment, compensation, or any other liability or obligation whatsoever to me. I hereby expressly acknowledge and agree that all right, title and interest in and to all Reproductions and Scenes (including all copyrights, and all extensions and renewals thereof), and all results and proceeds of my services hereunder, shall be exclusively owned, throughout the universe and in perpetuity, by White as "works made for hire." To the extent any materials described in this paragraph 5 are not subject to the immediately preceding sentence, I hereby irrevocably and perpetually assign to White all right, title and interest of any kind or nature (including any and all copyrights therein), throughout the universe, in and to such materials. Nothing contained herein shall be deemed to obligate White to produce or distribute any Reproductions or Scenes, or to make any use of the rights granted herein.

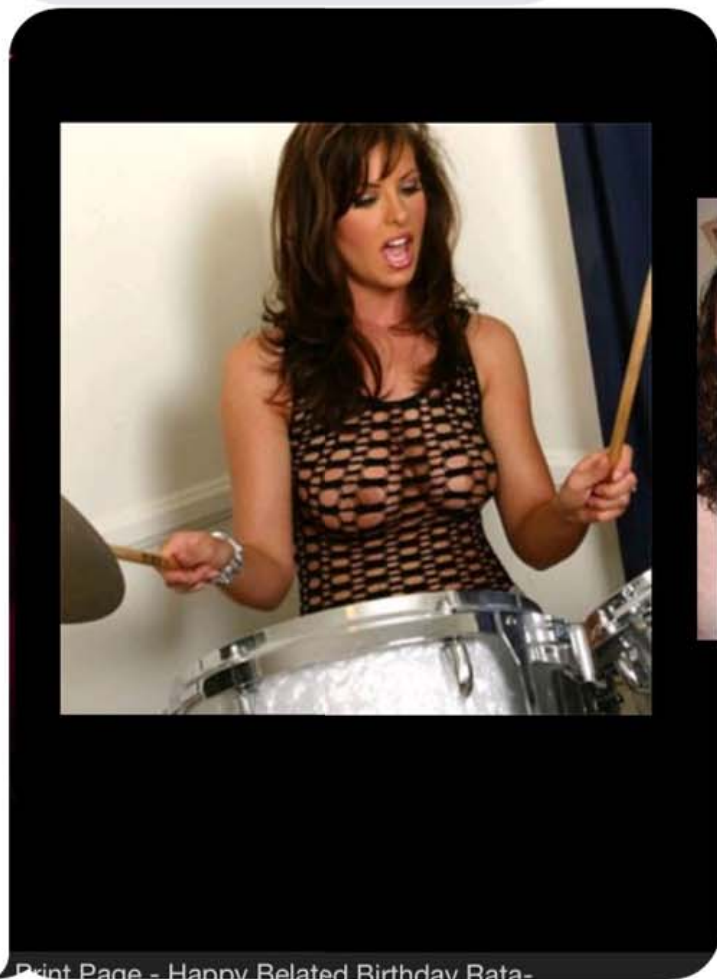
6. I expressly acknowledge and agree that my breach of any provision of this agreement at any time shall necessarily result in irreparable injury to White and/or the Associates for which no adequate remedy is available at law and which is not fully compensable in money damages alone, and that White and the Associates shall be entitled to injunctive (and other equitable) relief as may be necessary to prevent, remedy and/or mitigate the adverse effects of such breach, in addition to any damages to which White and/or the Associates may be entitled.

7. References hereunder to "you", "your", "White", "White's" and words of similar connotation shall include any person, corporation or other entity owned or controlled by, or affiliated with, White and/or any Associate. References hereunder to "I", "me", "my" and words of similar connotation shall include me, and any person, corporation or other entity owned or controlled by, employed by, or affiliated with me. As used herein, the words "at any time" shall mean before, during or after the term of my engagement by you. Examples used in this agreement with the words "including", "such as", or any derivation thereof, are intended to be illustrative and not in limitation thereof. Your failure in any instance to insist on compliance with a particular provision of this agreement shall not be deemed as a waiver of such provision or any other provision of this agreement, whether under similar or different circumstances. This agreement shall be construed and enforced in accordance with the laws and judicial decisions of the state of California applicable to contracts to be performed wholly within such state. Any legal action between us may be brought only in the state and federal courts located in Los Angeles County, California, and I agree to submit to the jurisdiction of such courts, and not to contest the venue of such courts. White and each White Associate shall be deemed a third party beneficiary of this agreement.

EXHIBIT C

iMessage
Mar 5, 2013, 9:37 AM

U cool with this outfit?



Print Page - Happy Related Birthday Bata-

Text Message



iMessage



Messages

Shaun

Details



Print Page - Happy Related Birthday Bata-

Text Message



Hot girl drummers? - Page 39





iMessage



EXHIBIT D

●●○○○ AT&T 

1:54 PM

 100% 

 Messages

Shaun

Contact



Jun 26, 2013, 11:18 AM

Lena I just saw some of the pictures form Warner brothers shot at Schnapf's studio and mates practice And you are in your fleece sweaterI'm just really disappointed. For the last time please don't wear that around me or the band ... If I see it ill be forced to ask u to go home . Thank u

Jul 13, 2013, 7:49 PM

We at bowling table 5

Where are u?




iMessage

Send

EXHIBIT E

●●●○○ AT&T

1:55 PM

↑ 99% 

< Messages

Shaun

Contact

No just wanted to hit u up.
Call time for tomorrow is
1:45 I need u to go out in
the morning and have your
hair cut in a new style at
shoulder or above but
keep your bangs. This is
really important to me
Thanks

Are you in your room and
open to talking in person
right now?

I'm at dinner then have to
take an important
call.....we've just talked
about it for a while now
and I think it's time .

I know that you're busy,
but my own image is a




iMessage

Send

●●●●○ AT&T

1:55 PM

↑ 99% 

< Messages

Shaun

Contact

I know that you're busy, but my own image is a very important issue for me, so if we can talk in person tonight, that'll help us both out. I need you to know that I'm very confident and happy with my long hair, and that I'm not willing to cut it.

That's disappointing....are u sure this is the decision u want to make....??

Yes, I'm very confident in this decision.

If you wanna keep discussing band style/showmanship or anything else show related, I'm



iMessage

Send

●●●● AT&T

1:55 PM

99%

< Messages

Shaun

Contact

Not willing to cut it.

That's disappointing....are u sure this is the decision u want to make....??

Yes, I'm very confident in this decision.

If you wanna keep discussing band style/ showmanship or anything else show related, I'm always down. I feel like having more open conversations with everyone about these topics would help us out in the future.

Delivered

No your decision to not do what I'm asking.....



iMessage

Send

EXHIBIT F

HERTZ LICHTENSTEIN & YOUNG, LLP

ATTORNEYS AT LAW

KENNETH B. HERTZ
SETH LICHTENSTEIN
JAMIE YOUNG

KEVIN ESKOWITZ
JEREMY G. MOHR
TRAVIS PANANIDES
JONATHAN M. POLK
OSWALDD ROSSI
KRISTIN WENNING

August 15, 2014

SAMUEL J. FOX*
*OF COUNSEL

Via Email (lena@sci-soft.com) and Certified Mail

Ms. Lena Zawaideh
[REDACTED]

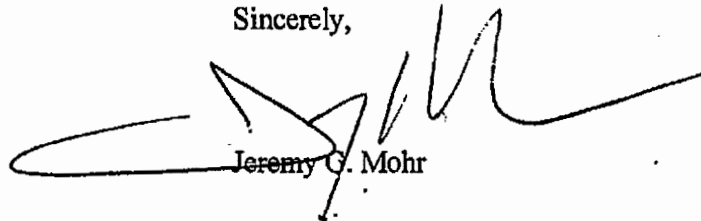
Re: **Shaun White Enterprises, Inc./Faster Than The Music, LLC -w- Lena Zawaideh – Band Member Agreement**

Dear Lena:

In follow up to our call today, please accept this letter as formal notice that Faster Than The Music, LLC (successor in interest to Shaun White Enterprises, Inc.) has elected to terminate the Term of the agreement between Faster Than The Music, LLC and you dated as of March 10, 2011 regarding your services as a member of "Bad Things," in accordance with paragraph 10.(b) of said agreement. Shaun and the band sincerely appreciate your contributions and efforts over the years, and we all wish you the best with your future endeavors.

If you have any questions regarding the foregoing, please feel free contact me.

Sincerely,



Jeremy G. Mohr

cc: Shaun White
Todd Gelfand
Melissa Morton

1 *Zawaideh v. Shaun White Enterprises, Inc., et al.*
2 Superior Court of California, County of San Diego
3 Case No.: 37-2016-00015390-CU-IP-CTL

4
5 **PROOF OF SERVICE BY MAIL**

6 I, the undersigned declare that I am employed in the County of San Diego, State of
7 California. I am over the age of eighteen (18) years and not a party to the within action; my
8 business address is: 5205 Kearny Villa Way, Suite 105, San Diego, California 92123.

9 On August 12, 2016, I served the within:

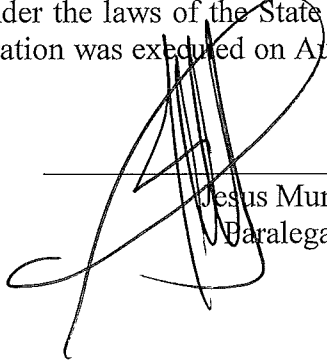
10 **PLAINTIFF'S VERIFIED FIRST AMENDED COMPLAINT FOR DAMAGES**

11 By placing a true copy thereof enclosed in a sealed envelope with prepaid postage
12 thereon fully prepaid for deposit in the United States Post Office mail box, at my
13 business address shown above, following Lawrance A. Bohm's ordinary business
14 practices for the collection and processing of correspondence for mailing, of which
15 I am readily familiar, to the individual(s) and address(s) as set forth below.

16 **Patricia L. Glaser**
17 **Kerry Garvis Wright**
18 **William C. Mullen**
19 **GLASER WEIL FINK HOWARD**
20 **AVCHEN & SHAPIRO LLP**
21 **10250 Constellation Boulevard**
22 **19th Floor**
23 **Los Angeles, CA 90067**
24 **Tel.: 310.553.3000**
25 **Fax: 310.556.2920**

26 **Attorney(s) for Defendant(s),**
27 **SHAUN WHITE ENTERPRISES,**
28 **INC., FASTER THAN THE**
MUSIC, LLC, BAD THINGS
TOURING, INC and SHAUN
WHITE

29 I declare under the penalty of perjury under the laws of the State of California that the
30 foregoing is true and correct, and that this declaration was executed on August 12, 2016, in San
31 Diego, California.

32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

Jesus Munoz
Paralegal