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**REDACTED**

10 Attorneys for Plaintiffs CONTESTANT 1,  
11 CONTESTANT 2, CONTESTANT 3, CONTESTANT 4,  
12 CONTESTANT 5, and the Proposed Class

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

**24STCV24042**

15 CONTESTANT 1, a California resident,  
16 CONTESTANT 2, a California resident,  
17 CONTESTANT 3, a California resident,  
18 CONTESTANT 4, a California resident,  
19 CONTESTANT 5, a United States resident,  
each individually and on behalf of all others  
similarly situated,

20 Plaintiffs,

21 v.

22 MRB2024, LLC, a North Carolina Limited  
Liability Company; OFF ONE'S BASE, LLC, a  
23 North Carolina Limited Liability Company;  
AMAZON ALTERNATIVE LLC, a California  
24 Limited Liability Company; and DOES 1-100,  
inclusive,

25 Defendants.

**Class Action Complaint For:**

1. **Failure to Pay Minimum Wages;**
2. **Liquidated Damages for Failure to Pay Minimum Wages;**
3. **Failure to Pay Overtime;**
4. **Sexual Harassment;**
5. **Failure to Prevent Harassment;**
6. **Negligent Infliction of Emotional Distress;**
7. **Failure to Provide Uninterrupted Meal Breaks;**
8. **Failure to Provide Uninterrupted Rest Breaks;**
9. **Failure to Pay Wages Promptly Upon Termination;**
10. **Failure to Provide Accurate and Itemized Wage Statements;**
11. **Failure to Indemnify for Employee Expenses and Losses in Discharging Duties;**
12. **Unfair Business Practices;**
13. **False Advertising; and**
14. **Declaratory Relief**

**Jury Trial Demanded**

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9 Defendants Included [REDACTED] ..... 7

10 C. The Contestants Were “Employees” Under California Law, but Defendants

11 Intentionally Misclassified Them to Defendants’ Economic Advantage. .... 7

12 1. The Contestants were not volunteers. The Contestants were promised and

13 received compensation in exchange for their services. .... 7

14 2. The Contestants had no autonomy. Defendants exercised complete control. .... 9

15 3. The Contestants performed work that was in the usual course and scope of

16 Defendants’ businesses. .... 14

17 4. The Contestants are not customarily engaged in an independently

18 established business of the same nature as the work performed for

19 Defendants. .... 14

20 D. Defendants Misclassified the Contestants [REDACTED] to Avoid their

21 Employment Obligations under California Law and to Wrongfully Receive

22 Unearned Tax Credits From Nevada. .... 15

23 E. Defendants Required the Contestants to Sign an Unconscionable Agreement with

24 Illegal and Unenforceable Terms. .... 16

25 F. Defendants Failed to Provide a Safe and Healthful Place of Employment, to the

26 Particular and Collective Detriment of the Female Contestants, Who Suffered

27 Sexual Harassment. .... 17

28 1. Purported “How to Succeed in MrBeast Production” handbook states that,

“It’s okay for the boys to be childish,” and “If talent wants to draw a dick

on the white board in the video or do something stupid, let them... Really

do everything you can to empower the boys when filming and help them

make content. Help them be idiots.” ..... 18

2. Helping “the boys” “make content” apparently translated to [REDACTED]

[REDACTED] ..... 19

3. Beast Games created hostile conditions where women were forced to

endure the severe embarrassment and unfair disadvantage of [REDACTED]

[REDACTED] ..... 21

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[REDACTED] of what was originally advertised. .... 22

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1 CONTESTANT 1, CONTESTANT 2, CONTESTANT 3, CONTESTANT 4, and  
2 CONTESTANT 5 (collectively, “**Plaintiffs**”), individually, and on behalf of the Proposed Class, allege:

3 **I. INTRODUCTION**

4 1. Plaintiffs bring this action on behalf of themselves and a proposed class consisting of “all  
5 individuals who were engaged as purported contestants in the Beast Games content production in [REDACTED]  
6 [REDACTED] Defendant production  
7 companies and Amazon shamelessly exploited the labor of approximately [REDACTED] people who  
8 served as contestants (“**Contestants**”) on the forthcoming \$100-million-dollar MrBeast®-Amazon  
9 production Beast Games (“**Beast Games**” or “**Production**”), which Amazon promotes as “the world’s  
10 largest live gameshow” with the “biggest single prize in the history of television and streaming.”<sup>1</sup> The  
11 Beast Games’ entertainment value arises directly from the physical and emotional labor of the  
12 Contestants who compete under pressure-cooker conditions for life-changing prize money, with one  
13 person purportedly to win five million dollars (\$5,000,000) in the end.

14 2. Defendant MRB2024, LLC (“**MrB2024**”) is a production company believed to be owned  
15 in whole or part, directly or indirectly, by James (“Jimmy”) Donaldson, the creator and face of the  
16 YouTube-originated MrBeast® brand. Mr. Donaldson (aka “**MrBeast**”) is a 26-year-old content creator  
17 who, on information and belief, has the most YouTube® subscribers in the world and is the first  
18 YouTube billionaire.<sup>2 3</sup> The MrBeast® entertainment empire produces “stunt philanthropy,” which  
19 typically features MrBeast performing corporate-sponsored, attention-getting philanthropy for publicity.  
20 The business model essentially is that MrBeast performs giving away *some* corporate money – whether  
21 pallets of cash, cars, or even houses to strangers or followers – and his corporate sponsors compensate  
22 him with even *more* corporate money.

23  
24 <sup>1</sup> Mekeisha Madden Toby, *MrBeast and Amazon MGM Studios announce the new reality competition series ‘Beast Games,’*  
25 Amazon (Mar. 18, 2024), <https://www.aboutamazon.com/news/entertainment/beast-games-mrbeast-prime-video>, last  
26 accessed September 16, 2024; Gen Salinas, *MrBeast strikes \$100 million deal with Amazon for Beast Games*, Creator  
Handbook (Mar. 20, 2024), [https://www.creatorhandbook.net/mrbeast-strikes-100-million-deal-with-amazon-for-beast-](https://www.creatorhandbook.net/mrbeast-strikes-100-million-deal-with-amazon-for-beast-games/)  
27 [games/](https://www.creatorhandbook.net/mrbeast-strikes-100-million-deal-with-amazon-for-beast-games/), last accessed September 16, 2024.

<sup>2</sup> MrBeast® YouTube channel, <https://www.youtube.com/mrbeast>, last accessed September 16, 2024.

<sup>3</sup> Brian Warner, *MrBeast is Now Officially A Billionaire* (Jun. 12, 2024),  
28 <https://www.celebritynetworth.com/articles/billionaire-news/mrbeast-is-now-officially-a-billionaire/>, last accessed September  
16, 2024.

1           3.       Defendant Amazon Alternative, LLC (“**Amazon Alternative**” or “**Amazon**”) is, on  
2 information and belief, the unscripted television division of Amazon Studios, which reportedly was  
3 previously run by Mark Burnett at MGM Worldwide Television Group (“**MGM**”) before Amazon  
4 Studios acquired the division in the Amazon MGM merger. Amazon Alternative creates content for  
5 Amazon’s “Prime” streaming service, which boasts over 200 million paid subscribers.<sup>4</sup>

6           4.       These two commercial giants – MrBeast® and Amazon® – partnered with production  
7 company defendant Off One’s Base, LLC (“**Off One’s Base**”) (collectively “**Defendants**”) to produce  
8 Beast Games, which would be filmed in [REDACTED]  
9 [REDACTED]

10          5.       Mr. Donaldson, who has publicly represented that all MrBeast® contestants get paid if  
11 they compete for just five minutes, gushed to his fans online about the bigger-than-ever scale of the  
12 Amazon-sponsored Beast Games, stating that money was “not a constraint,” and that Amazon had given  
13 Mr. Donaldson “all creative control” and the ability to do “whatever [he] wanted.”<sup>5 6</sup>

14          6.       Unfortunately, the supposedly magnanimous MrBeast® did not want to use the alleged  
15 unconstrained resources to provide fair wages, or even bare-minimum-legal working conditions, to the  
16 [REDACTED] Contestants whose labor comprised the core commercial value of Beast Games. Instead,  
17 Defendants employed superior bargaining power to coerce the Contestants to sign unconscionable  
18 contracts with illegal terms and illusory obligations and also knowingly mischaracterized the  
19 Contestants [REDACTED] to avoid Defendants’ employment obligations under California law, [REDACTED]  
20 [REDACTED]

21          7.       Defendants knowingly misclassified the Contestants [REDACTED] in part, to obtain a  
22 tax credit for two million, two hundred fifty-two thousand, five hundred twenty-three dollars  
23

24 <sup>4</sup> Todd Spangler, *Prime Video Now Reaches More than 200 Million Monthly Viewers, TV Ads ‘Off to a Strong Start,’ Amazon*  
25 *CEO Says*, Variety (Apr. 11, 2024), <https://variety.com/2024/digital/news/amazon-prime-video-200-million-monthly-viewers-tv-advertising-ceo-1235967913/>, last accessed September 16, 2024.

26 <sup>5</sup> Colin and Samir, *MrBeast reveals his plans for Beast Games*, YouTube (Mar. 18, 2024),  
<https://www.youtube.com/watch?v=4FRYox-sPP8>, last accessed September 16, 2024.

27 <sup>6</sup> Jon Youshaei, *Why every MrBeast video gets 200M views (interview)*, YouTube (May 28, 2024),  
28 <https://www.youtube.com/watch?v=IXEewFEDieU>, at 1:17:00, last accessed September 16, 2024. It is also worth noting that  
earlier in this same video, Mr. Donaldson discusses his plans for Beast Games and the Contestants, and added that, “money is  
not a constraint” (at 44:41).

1 (\$2,252,523) from the State of Nevada, which Defendants, on information and belief, would not have  
2 received if they had disclosed the Production's actual labor costs, including the significant labor of the  
3 ██████████ Contestants, in the budget they presented to the Nevada Film Commission with their tax-credit  
4 application.<sup>7</sup>

5 8. Defendants then induced ██████████ to serve as  
6 Contestants on their \$100-million-dollar production based on a false representation that one-thousand  
7 (1,000) people would be competing to win a five-million-dollar (\$5,000,000) prize, announcing only  
8 upon the Contestants' arrival ██████████ reducing the  
9 Contestants' odds of winning ██████████ before the competition began.

10 9. Defendants further relied on the misclassification as a false justification to avoid paying  
11 employment taxes and to spare the Production the costs of implementing various employment  
12 protections required under California law, including, minimum wages, overtime, mandatory meal and  
13 rest breaks, workers compensation benefits, itemized wage statements and timely payment of wages and  
14 reimbursements, among other things.

15 10. Defendants then subjected the Contestants to unreasonable, unsafe, and unlawful  
16 employment conditions. On ██████████ Defendants began the Beast Games by ██████████  
17 ██████████ where the Contestants were held under  
18 strict control and surveillance for days on end ██████████  
19 ██████████  
20 ██████████  
21 ██████████  
22 ██████████.

23 11. During the Beast Games engagement, the on-set Production Staff maintained the strictest  
24 control over the Contestants, ██████████  
25 ██████████, denying  
26 them all privacy and access to the outside world. The Contestants were fed sporadically and sparsely.

27 \_\_\_\_\_  
28 <sup>7</sup> Nevada offers tax credits to production companies who film in Nevada under various conditions. One of the conditions is that the Applicant will spend a certain percentage of the total production budget employing local Nevada citizens.

1 They were not given adequate access to hygienic products or medical care. The New York Times  
2 reported that, “over a dozen people who participated in the first installment of ‘Beast Games’ said they  
3 had not received adequate food or medical care and that some competitors had suffered injuries from the  
4 physical challenges.”<sup>8</sup>

5 12. The female contestants particularly and collectively suffered as a result of Defendants’  
6 actions. The Beast Games work environment systematically fostered a culture of misogyny and sexism  
7 where Production Staff did nothing while [REDACTED]

8 [REDACTED]  
9 [REDACTED]. Female contestants also were denied [REDACTED]  
10 [REDACTED]. Defendants callously dismissed [REDACTED]

11 [REDACTED]  
12 13. Defendants’ violations of California law have caused common injuries-in-fact that are  
13 redressable and conducive to resolution as a class action, where all of the following material facts are  
14 common to all Contestants: Defendants offered the Contestants equivalent compensation for equivalent  
15 labor. Defendants misclassified the Contestants in a uniform manner. Defendants subjected all of the  
16 Contestants to the same material working conditions, including a hostile work environment for the  
17 female Contestants. Defendants have improperly denied or delayed the Contestants overdue wages,  
18 penalties, and/or reimbursements.

19 14. The Plaintiffs have filed this action using pseudonyms and applying conservative  
20 redactions that limit public viewing in a good faith effort to comply with Defendants’ overbroad  
21 confidentiality provisions (which Plaintiffs allege are unenforceable), as well as to preserve the  
22 confidentiality and privacy interests of the Plaintiffs who wish to avoid opprobrium.

23 **II. JURISDICTION AND VENUE**

24 15. Jurisdiction is proper in the Superior Court for the County of Los Angeles pursuant to  
25 Cal. Code Civ. Proc. § 410.10, because it has general subject matter jurisdiction and no statutory

26  
27  
28 <sup>8</sup> Madison Malone Kircher, *Willing to Die for MrBeast (and \$5 Million)*, The New York Times (Aug. 2, 2024),  
<https://www.nytimes.com/2024/08/02/style/mrbeast-beast-games-competition-show.html>, last accessed September 16, 2024.



1 exceptions to jurisdiction exist. The amount in controversy exceeds the jurisdictional minimum of this  
2 Court.

3 16. Venue is proper in the County of Los Angeles and this Court because this is a putative  
4 Class Action Complaint; because this is the County in which the damages arise; because this is the  
5 county in which at least two of the lead Plaintiffs reside; and this is the County where one of the  
6 Defendants has its principal place of business. Additionally, on information and belief, Defendants, and  
7 each of them, do business throughout the State of California, including prominently in Los Angeles,  
8 California.

9 **III. PARTIES**

10 17. CONTESTANT 1 (“**Contestant 1**”) an individual and a resident of the County of Los  
11 Angeles, California. Contestant 1 was employed by Defendants as a contestant in the Production.

12 18. CONTESTANT 2 (“**Contestant 2**”) is an individual and a resident of the State of  
13 California. Contestant 2 was employed by Defendants as a contestant in the Production.

14 19. CONTESTANT 3 (“**Contestant 3**”) is an individual and a resident of the State of  
15 California. Contestant 3 was employed by Defendants as a contestant in the Production.

16 20. CONTESTANT 4 (“**Contestant 4**”) is an individual and a resident of the County of Los  
17 Angeles, California. Contestant 4 was employed by Defendants as a contestant in the Production.

18 21. CONTESTANT 5 (“**Contestant 5**”) is an individual and a resident of the United States.  
19 Contestant 5 was employed by Defendants as a contestant in the Production.

20 22. On information and belief, Defendant MRB2024, LLC, is a for-profit North Carolina  
21 Limited Liability Company, with its principal place of business in Raleigh, North Carolina. MRB2024,  
22 LLC also lists its address in documentation provided to Plaintiffs as: [REDACTED]

23 [REDACTED]. On information and belief, MRB2024, LLC is an entertainment production  
24 company. At all relevant times, MRB2024, LLC was and is doing business in Los Angeles, California.

25 23. On information and belief, Defendant OFF ONE’S BASE, LLC, is a for-profit North  
26 Carolina Limited Liability Company, with its principal place of business in Raleigh, North Carolina.  
27 OFF ONE’S BASE, LLC also lists its address in documentation provided to Plaintiffs as: [REDACTED]

28 [REDACTED]. On information and belief, Defendant OFF ONE’S BASE,

1 LLC is an entertainment production company. At all relevant times, Defendant OFF ONE’S BASE,  
2 LLC was and is doing business in Los Angeles, California.

3 24. On information and belief, Defendant AMAZON ALTERNATIVE LLC, is a for-profit  
4 California Limited Liability Company, with its principal place of business in Los Angeles County,  
5 California. At all relevant times, Defendant AMAZON ALTERNATIVE LLC was and is doing  
6 business in Los Angeles, California.

7 25. Plaintiffs are ignorant of the names and capacities of DOES 1 through 100 and sue them  
8 as DOES 1 through 100, inclusive. Plaintiffs will amend this action to allege DOE defendants’ true  
9 names and capacities when they are ascertained.

10 26. At all times relevant to this Complaint, the defendants were agents, principals,  
11 representatives, employees, joint venturers, partners, predecessors and/or successors in interest, and/or  
12 alter egos of each other and were acting within and furtherance of the purposes and scope of such  
13 agency, representation, employment, joint venture, partnership, corporate structure, and/or association,  
14 either actually, apparently, or ostensibly.

15 **IV. FACTS**

16 **A. The Contestants Engaged in What Appeared To Be a Thorough Application and**  
17 **Vetting Process for Beast Games.**

18 27. The Contestants who were selected and agreed to serve as contestants on the Beast  
19 Games 2024 Production participated in what at the time appeared to be a thorough application and  
20 contestant vetting process.

21 28. The first step in the application process was to submit [REDACTED]  
22 [REDACTED]  
23 [REDACTED]

24 29. Once accepted [REDACTED], the Contestants were required  
25 to put their lives on hold [REDACTED] to provide labor exclusively for Defendants in  
26 exchange for compensation and a chance to win a \$5 million dollar prize on Beast Games. The  
27 Contestants incurred (supposedly-reimbursable) business-related travel expenses, [REDACTED]  
28

1 [REDACTED], for which many  
2 (including Contestant 2 and Contestant 3) have not yet been reimbursed.

3 **B. The Contestant Agreements that the Contestants Entered Into with Production**  
4 **Defendants Included [REDACTED]:**

5 30. The Contestants each entered into a [REDACTED] (“Contestant  
6 Agreement(s)”) with Defendants MrB2024 and Off One’s Base (jointly “Production Defendants”) in  
7 which the Contestants agreed that [REDACTED]

8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 31. The parties to the Contestant Agreement, including Production Defendants, also agreed  
13 that the Contestant Agreement would be [REDACTED]

14 [REDACTED]  
15 [REDACTED]  
16 **C. The Contestants Were “Employees” Under California Law, but Defendants**  
17 **Intentionally Misclassified Them to Defendants’ Economic Advantage.**

18 32. Defendants wrongfully and willfully misclassified, and on information and belief,  
19 continue to wrongfully misclassify the Contestants [REDACTED] [REDACTED]  
20 although they should legally be classified as employees.

21 33. The Contestant Agreement states on its face that the Contestants [REDACTED] but  
22 the arrangement was in fact an employment arrangement whereby Defendants Amazon, Off One’s Base,  
23 and MrBeast were the actual employers of the Contestant-employees.

24 **1. The Contestants were not volunteers. The Contestants were promised and**  
25 **received compensation in exchange for their services.**

26 34. On information and belief, each of the Defendants is a for-profit company in the business  
27 of making audiovisual programming, including for distribution on the video platform YouTube® and  
28 Amazon Prime Video®, among other video platforms.

1 35. The Contestants were promised and received compensation in exchange for their [REDACTED]  
2 [REDACTED] on the Beast Games Production.

3 36. Additionally, Mr. Donaldson made public statements online that he had unconstrained  
4 control over Beast Games, and Donaldson had established a pattern and practice of compensating  
5 everyone who competes in the MrBeast® competitions, win or lose, even if they competed for only five  
6 minutes.<sup>9</sup>

7 37. The Contestants were not working for free for the Beast Games for any humanitarian or  
8 any other public service or charitable objective.

9 38. Defendants hired the Contestants to work as contestants on a reality competition show.  
10 The Contestants, in reality, were the essential labor component to the entire production. Their work on  
11 the show was the entertainment product that Defendants were marketing and selling for public  
12 consumption and profit.

13 39. The Contestants were told that if they accepted the opportunity to work for Defendants,  
14 they would have to be available for [REDACTED]  
15 [REDACTED], and while they were working for Defendants, they would not be able to accept any other  
16 employment.

17 40. Defendants compensated the Contestants throughout the course of the Beast Games  
18 Production with both “in-kind” compensation as well as cash compensation, with Defendants promising  
19 [REDACTED] to every Contestant that [REDACTED]

20 [REDACTED]  
21 41. Throughout the Beast Games engagement, the Contestants were induced to remain  
22 competing as Defendants made clear to all Contestants that [REDACTED]

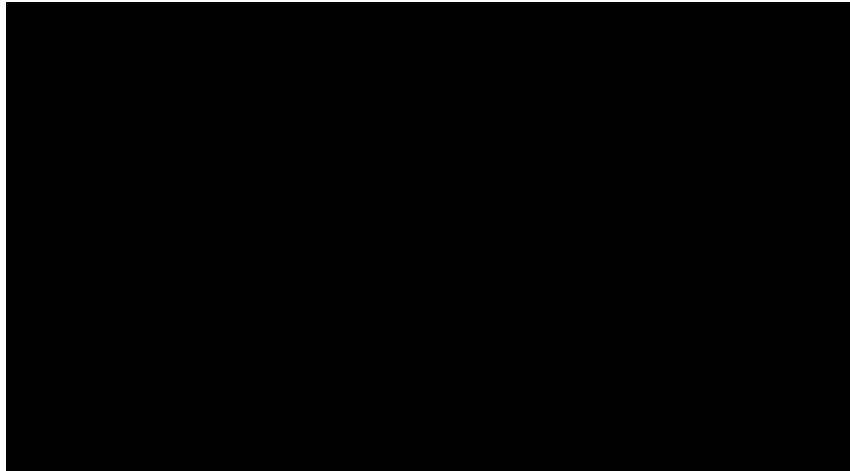
23 [REDACTED].  
24 42. Defendants have since requested, and Plaintiffs have provided, [REDACTED] from the  
25 Contestants to pay them and to also reimburse them for their expenses. See Figure 1 below. [REDACTED]

26 [REDACTED]

27  
28 <sup>9</sup> Youshaei, *Why every MrBeast*, *supra* note 6.

1 [REDACTED] Contestants 2 and 3 have, to date, still not  
2 been reimbursed for out-of-pocket expenses they incurred for [REDACTED]

3 [REDACTED] See Section IV.I  
4 “Plaintiffs’ Individual Experiences,” *infra*.



5  
6  
7  
8  
9  
10  
11  
12 *Figure 1*

13 43. As a result of the combination of foregoing, the Contestants cannot properly be  
14 characterized [REDACTED] Rather, they were at all relevant times, employees who worked at  
15 the direction and control of each of the Defendants, and for these Defendants’ ultimate profit.

16 2. **The Contestants had no autonomy. Defendants exercised complete control.**

17 44. Defendants exercised total control over the manner, means and timing of the work  
18 performed by the Contestants, by controlling essentially every aspect of their lives during the production  
19 of the show. This included, but is not limited to: (1) requiring [REDACTED],  
20 (2) controlling [REDACTED] (3) controlling [REDACTED], (4) controlling  
21 [REDACTED], (5) preventing them [REDACTED]  
22 [REDACTED], (6)  
23 controlling [REDACTED], and (7) directing [REDACTED]  
24 [REDACTED].

25 45. **When and where.** Defendants required the Contestants to be physically present on  
26 specific dates and times, around-the-clock, at locations dictated, controlled, and supervised by  
27 Defendants, and which dates and locations [REDACTED]  
28 Defendants further required Plaintiffs dedicate *all* of their time to the Production during the production

1 period, [REDACTED]  
2 requiring them to miss other work if they had other jobs. Defendants also purport to control [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]

7 46. **Access to personal belongings.** Upon the Contestants' arrival at the Beast Games [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED].

11 47. **Restricted movement.** Defendants corralled the Contestants into tightly controlled  
12 [REDACTED] where they were actively supervised by Production Staff around-the-clock without any  
13 privacy. [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]

17 48. **No contact.** Defendants exercised total control over the Contestants' [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 [REDACTED] See Figure 2 below, taken from the [REDACTED]  
22 ("**Beast Games Rules Packet**").



*Figure 2*

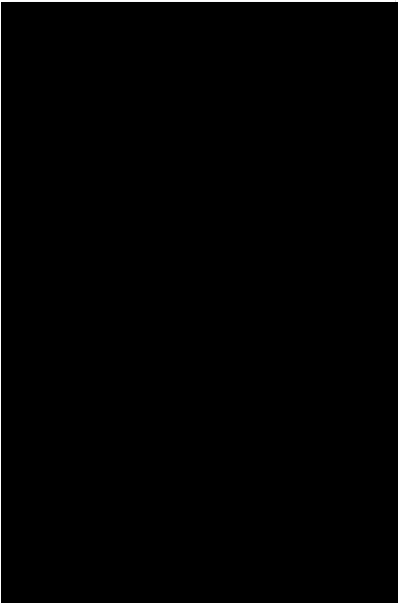
26 49. **Control Over Meals.** The Defendants controlled when, where, and what the Contestants  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]

3 [REDACTED] The limited sustenance that Defendants provided afforded an unreasonable and  
4 insufficient caloric intake which collectively and in a uniform manner endangered the health and welfare  
5 of the Contestants. During their time [REDACTED] the Contestants had to  
6 suffer through [REDACTED]

7 [REDACTED] When Defendants allowed the Contestants to have food, [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 50. **Control Over Clothing.** Defendants controlled the clothing that the Contestants wore,  
13 [REDACTED]. One day, Defendants corralled  
14 the Contestants [REDACTED]  
15 [REDACTED].



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26 *Figure 3*

27  
28 <sup>10</sup> Scott Roeben, *MrBeast Shoots “Beast Games” in Las Vegas, Controversy Abounds*, Vital Vegas (Jul. 18-22, 2024), <https://www.casino.org/vitalvegas/mrbeast-shoots-beast-games-in-las-vegas/>, last accessed September 16, 2024.

1           51.     **Control Over Sleeping Arrangements.** Defendants controlled where, how, and whether  
2 the Contestants slept. Contestants were filed into [REDACTED] where they  
3 slept overnight in [REDACTED] (although Contestant 4 [REDACTED]  
4 [REDACTED]), which included [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED].

13           52.     **Control Over Medications and Recreational Substances.** Upon their arrival,  
14 Defendants separated the Contestants [REDACTED]  
15 [REDACTED]. Defendants  
16 also did not allow Contestants to [REDACTED].

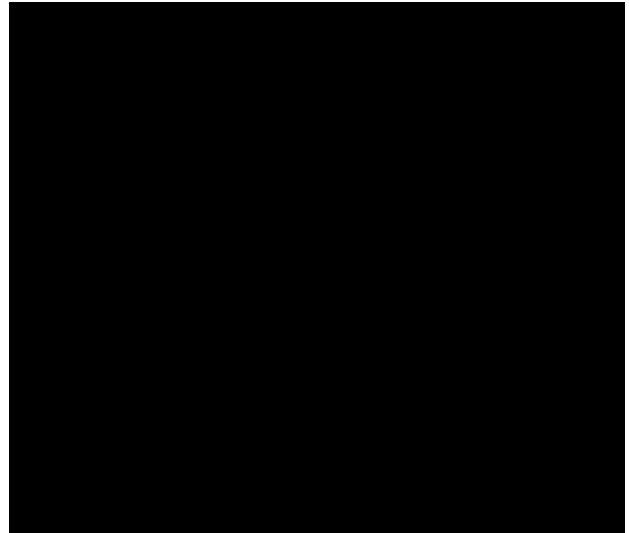
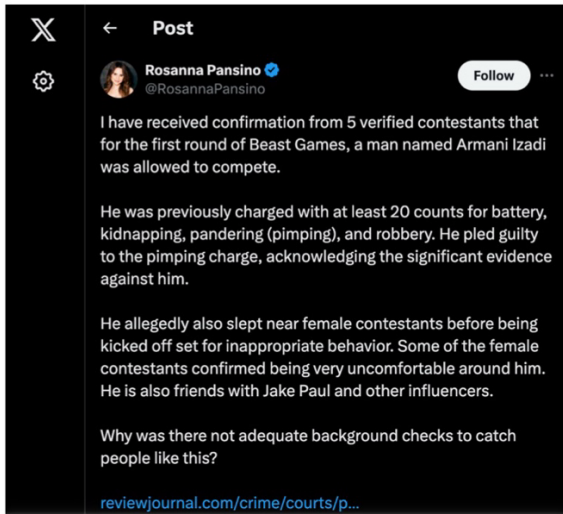
17           53.     **Exposed to Dangerous Conditions.** The Contestants were exposed to dangerous  
18 circumstances and conditions as a condition of their employment. Even without considering whatever  
19 confidential conditions existed behind closed doors while the Beast Games was being filmed, the  
20 Contestants were subjected to dangerous conditions within the course of their employment. As local  
21 news reported, “many contestants, ... found it was the poor set conditions, rather than the challenges  
22 themselves, that proved to be the main difficulty.”<sup>11</sup> The Contestants were penned into enclosed spaces  
23 with [REDACTED], under conditions where they were underfed, overtired,  
24 [REDACTED], and competing in stressful and exhausting challenges for a cash prize that could change their  
25 lives. The danger, moreover, was exacerbated by Defendants’ seeming failure to conduct background  
26

27 <sup>11</sup> Chase Martin, *Accusations of unprofessional handling and mistreatment of contestants on ‘Beast Games’ come to light*,  
28 DeseretNews, <https://www.deseret.com/entertainment/2024/08/05/mr-beast-beast-games-accusations/> (Aug. 5, 2024), last  
accessed September 16, 2024.



1 checks, [REDACTED]

2 [REDACTED] <sup>12</sup>.



12 *Figure 4*

13 54. On information and belief, there was insufficient medical staff to attend to potential and  
14 actual injuries during the Production. There were several reports of injuries. For example, in an online  
15 article, Scott Roeben of Vital Vegas reported on July 19, 2024 that: “In a concerning twist to this story, a  
16 source claims Desert Springs Hospital ‘has seen countless patients today coming from ‘Beast Games’  
17 due to lack of food and water’”<sup>13</sup>, [REDACTED]

18  
19 55. **Contractual control.** Defendants required the Contestants to sign an unenforceable  
20 adhesion contestant agreement [REDACTED]

21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 <sup>12</sup> Rosanna Pansino (@RosannaPansino), Twitter (Aug. 17, 2024 6:35 PM),  
<https://x.com/RosannaPansino/status/1824983360487440687>, last accessed September 16, 2024, and Figure 4.

28 <sup>13</sup> Roeben, *MrBeast Shoots “Beast Games,” supra* note 10.

1 [REDACTED]

2 [REDACTED] The same unconscionable agreement [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]. It also unlawfully prohibits the Contestants from [REDACTED]

6 [REDACTED].

7 **3. The Contestants performed work that was in the usual course and scope of**  
8 **Defendants' businesses.**

9 56. The work that the Contestants performed for Defendants is not work outside the scope of  
10 Defendants' core live-entertainment-content business, as would be the case, for instance, for a service  
11 provider providing ancillary production services, such as a food caterer. The usual course-and-scope of  
12 Defendants' production business has nothing to do with cooking or serving food.

13 57. Here, on information and belief, the usual course-and-scope of the MrBeast® as well as  
14 defendant MrB2024's business enterprises is the production of live, non-scripted or semi-scripted,  
15 entertainment content whose primary focus is on the contestants' reactions to extreme stress as they  
16 compete in intense and exhausting challenges to win life-changing money. On information and belief,  
17 defendants Off One's Base and Amazon Alternative are also in the business of producing live, non-  
18 scripted or semi-scripted entertainment content.

19 58. The Contestants (and their reactions to extreme emotional conditions) are the *sin quo non*  
20 of the Beast Games Production. Their work is squarely within the usual scope of Defendants' customary  
21 business.

22 **4. The Contestants are not customarily engaged in an independently established**  
23 **business of the same nature as the work performed for Defendants.**

24 59. The contestant-work that the Contestants performed for Defendants is not work or  
25 services they provide to others. Unlike the catering example, the Contestants do not make their living  
26 providing "contestant services" to various customers. Rather, this was labor that Contestants provided  
27 particularly for Defendants.

28

1           60.     The Contestants are, on information and belief, people from all over the world who  
2 engage in various professions, are unemployed, or are students. They are not engaged in an independent  
3 business of the same nature as the work performed for Defendants.

4           61.     The contestant-work that the Contestants performed was for Defendants and pursuant to  
5 Defendants' customary business model.

6           62.     The contestant-work that the Contestants performed was necessary to the Defendants'  
7 Beast Games Production, and the work the Contestants performed was for Defendants' benefit, as the  
8 Contestants provided the core entertainment value of the Production.

9           **D. Defendants Misclassified the Contestants ██████████ to Avoid their**  
10           **Employment Obligations under California Law and to Wrongfully Receive**  
11           **Unearned Tax Credits From Nevada.**

12           63.     From on or about ██████████  
13 ██████████, the Contestants worked a non-stop continuous stretch of  
14 employment for Defendants during the Production ██████████.

15           64.     From between ██████████  
16 ██████████, with  
17 individuals working non-stop periods of employment, around the clock, starting on ██████████  
18 ██████████. Reasonably assuming a significant number of the  
19 Contestants were non-Nevada residents, Defendants would likely not meet the requirement that the  
20 percentage of Nevada to Total Qualified Expenditures exceed 60%.<sup>14</sup>

21           65.     Moreover, Defendants later required the Contestants to complete ██████████, suggesting  
22 they intend to write off the Contestants' wages as expenses in an attempt to have their cake and eat it  
23 too. *I.e.*, i) fudging the true labor costs by labeling the Contestants ██████████ to obtain the State of  
24 Nevada tax credit; ii) saving money on employment wages, benefits, and employment taxes by  
25 misclassifying the Contestants, and iii) deducting the Contestant labor as expenses after-the-fact.

26  
27 \_\_\_\_\_  
28 <sup>14</sup> Nevada Governor's Office of Economic Development and Nevada Film Office, July 22, 2024 Hearing Agenda at Page 18,  
<https://goed.nv.gov/wp-content/uploads/2024/07/Hearing-Agenda-and-Materials-July-22-2024.pdf>, last accessed September  
16, 2024, and Figure 5.

STATE OF NEVADA  
INCENTIVE CALCULATION WORKSHEET  
SUMMARY

Instructions: Complete the number of production days. The rest of the form will auto-calculate based on inputs in previous worksheets.

Production Company: Off One's Base Date: 7/16/2024  
 Production Title: Project Red Light Fiscal Year Funding:

Total days in Nevada	Pre-Production	Production	Post-Production	Total	Production days in a rural county
		3		3	
Total days Outside of Nevada					
Total Days		3		3	0%

	Number of Personnel	Expenditure Amount	Disallowed Expenditures	Qualified Expenditures	Incentive Rate	Incentive Amount
Total Nevada Personnel Expenditures			2,373,602			
Total Qualified Non-NV Personnel Expenditures incurred in NV			415,978			
<b>Total Personnel Expenditures incurred in NV</b>			<b>2,789,580</b>			
Total Nevada Direct Production Expenditures		8,535,431				8,535,431
Total Qualified Nevada Expenditures		11,325,011		11,325,011		11,325,011
Total Non-Qualified Expenditures		3,131,468		3,131,468		3,131,468
<b>Total Budget</b>		<b>14,456,479</b>		<b>14,456,479</b>		<b>14,456,479</b>
Percentage of NV to Total Qualified Expenditures, must >60% (2)						<b>78%</b>

Total Nevada Direct Production Expenditures	8,535,431	8,535,431	15%	1,280,315
Total Qualified Nevada Expenditures	11,325,011	11,325,011		
Total Non-Qualified Expenditures	3,131,468	3,131,468		
<b>Total Budget</b>	<b>14,456,479</b>	<b>14,456,479</b>		
Percentage of NV to Total Qualified Expenditures, must >60% (2)				<b>78%</b>

**Additional Incentives**

Additional 5% incentive if >50% of BTL personnel are NV residents (1)	11,325,011	5%	566,251
Additional 5% incentive if >50% filming days occurred in rural county (4)	-	5%	-
<b>Projected Incentive Total (3)</b>			<b>\$ 2,252,532</b>
Effective Incentive Rate			15.6%

Proof of Funds amount Production Company must show obtained (4)  
(70% of total Budget) \$ 10,119,535

(1) NRS 360.7592(3)(a) Except as otherwise provided in paragraph (b) of this subsection, the percentage of the below-the-line personnel who are Nevada residents must be determined by dividing the number of workdays worked by Nevada residents by the number of workdays worked by all below-the-line personnel. (b) Any work performed by an extra must not be considered in determining the percentage of the below-the-line personnel who are Nevada residents.  
 (2) NRS 360.7593(3) To be eligible for transferable tax credits pursuant to this section, a production company must: (a) Provide proof satisfactory to the Office that at least 60 percent of the direct production expenditures for: (1) Preproduction; (2) Production; and (3) If any direct production expenditures for postproduction will be incurred in this State, postproduction; of the qualified production will be incurred in this State as qualified direct production expenditures.  
 (3) NRS 360.7592(2) Except as otherwise provided in subsections 3 and 4 and NRS 360.7594, in addition to the base amount calculated pursuant to subsection 1, transferable tax credits issued to an eligible production company pursuant to NRS 360.759 must include credits in an amount equal to: (a) An additional 5 percent of the qualified direct production expenditures if more than 50 percent of the below-the-line personnel of the qualified production are Nevada residents.

Figure 5

**E. Defendants Required the Contestants to Sign an Unconscionable Agreement with Illegal and Unenforceable Terms.**

66. As a condition of their employment, Defendants required each Contestant to enter into a contract-of-adhesion that was drafted by Defendants, which Plaintiffs and the Proposed Class were given to sign under expedient circumstances. On or about June 6, 2024, on information and belief, the application period for Beast Games opened; [REDACTED] to compete in the unprecedented Beast Games. Defendants enjoyed superior bargaining power and used it to impose terms and conditions that are unlawful under California law, including Labor Code Section 432.5. Defendants demanded, for instance, that [REDACTED], in violation of FEHA, in particular, Gov't Code § 12964.5(a)(1)(A)(i). They also required the Plaintiffs to [REDACTED], in violation of Labor Code Section 206.5, [REDACTED]

1 [REDACTED] The Contestant Agreement also purports to require [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED].

5 67. Defendants unlawfully [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED].

9 68. Other unlawful [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED].

13 **F. Defendants Failed to Provide a Safe and Healthful Place of Employment, to the**  
14 **Particular and Collective Detriment of the Female Contestants, Who Suffered**  
15 **Sexual Harassment.**

16 69. Production Defendants also failed to provide a safe and healthful place to work in  
17 violation of Labor Code Section 6300 *et. seq.*, including, but not limited to Sections 6400, 6401, 6401.7,  
18 6402 and 6403, as well as Government Code Sections 12940(a), 12923 and 12965.

19 70. Production Defendants created working conditions that jeopardized the safety of workers,  
20 including by not providing sufficient food or drink, taking away their access to [REDACTED] not having  
21 adequate medical staff on site and not providing reasonable medical care, forcing them not to sleep, and  
22 forcing them to participate in games that unreasonably risked physical and mental injury.

23 71. Production Defendants additionally created a toxic and hostile work environment for, in  
24 particular, the female contestants, who suffered [REDACTED], as well as sexual harassment  
25 throughout the Production, as more fully detailed below, which was not only noticed but allowed and  
26 even [REDACTED] by the Production Defendants, [REDACTED]. And apparently,  
27 this was allowed because of marching orders from the top.  
28

1           1.       **Purported “How to Succeed in MrBeast Production” handbook states that,**  
2                           **“It’s okay for the boys to be childish,” and “If talent wants to draw a dick on**  
3                           **the white board in the video or do something stupid, let them... Really do**  
4                           **everything you can to empower the boys when filming and help them make**  
5                           **content. Help them be idiots.”**

6           72.       A document that appears to be a MrBeast® employee handbook written in the first  
7 person from what appears to be Mr. Donaldson’s perspective, titled “HOW TO SUCCEED IN  
8 MRBEAST PRODUCTION” (the “**MrBeast Handbook**”), was published on the internet on August 13,  
9 2024, by YouTube creator Rosanna Pansino, who alleges that she received it and confirmed its  
10 authenticity with two MrBeast® employees<sup>15</sup>. This alleged MrBeast Handbook provides insight into the  
11 boys-will-be-boys working conditions that are seemingly promoted by Mr. Donaldson, which, if such  
12 MrBeast Handbook is indeed distributed to MrBeast® production staff, advises employees: “Really do  
13 **everything you can to empower the boys** when filming and help them make content. **Help them be**  
14 **idiots.**”<sup>16</sup> (Emphasis added.) And “**If talent wants to draw a dick on the white board in the video** or  
15 do something stupid, **let them.**”<sup>17</sup> (Emphasis added.)

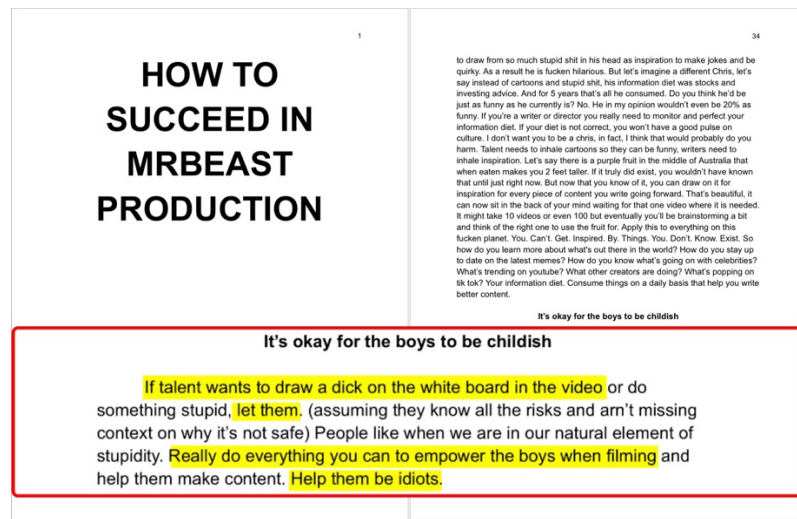


Figure 6

<sup>15</sup> Authenticity of the MrBeast Handbook has not been confirmed by Mr. Donaldson himself as of the filing of the Complaint.

<sup>16</sup> Rosanna Pansino, *The REAL MrBeast... (Leaked Document)*, YouTube (Aug. 13, 2024), <https://www.youtube.com/watch?v=U2aYO4c3AKw>, with the link to “HOW TO SUCCEED IN MREAST PRODUCTION” document in the video notes: <https://drive.google.com/drive/folders/1UZx55bhi6TK6QOof0dT9bzec5ATf9SaH>, last accessed September 16, 2024, at p. 34. See also Figure 6, emphasis added.

<sup>17</sup> *Id.*

1           2.    Helping “the boys” “make content” apparently translated to [REDACTED]

2           [REDACTED]  
3           [REDACTED]

4           73.    The apparent MrBeast® ethos of helping “the boys” “be idiots” seemed to pave the way  
5 for Production Staff to allow [REDACTED]  
6 [REDACTED]. On information  
7 and belief, [REDACTED]  
8 [REDACTED]  
9 [REDACTED] [REDACTED] Contestant 4’s and  
10 Contestant 5’s experiences, as further detailed below, corroborate these reports.

11          74.    While the Production Staff initially stated, [REDACTED]  
12 [REDACTED]  
13 [REDACTED] Contestant  
14 4’s and Contestant 5’s experiences, as further detailed below, corroborate these reports.

15          75.    [REDACTED]  
16 [REDACTED]

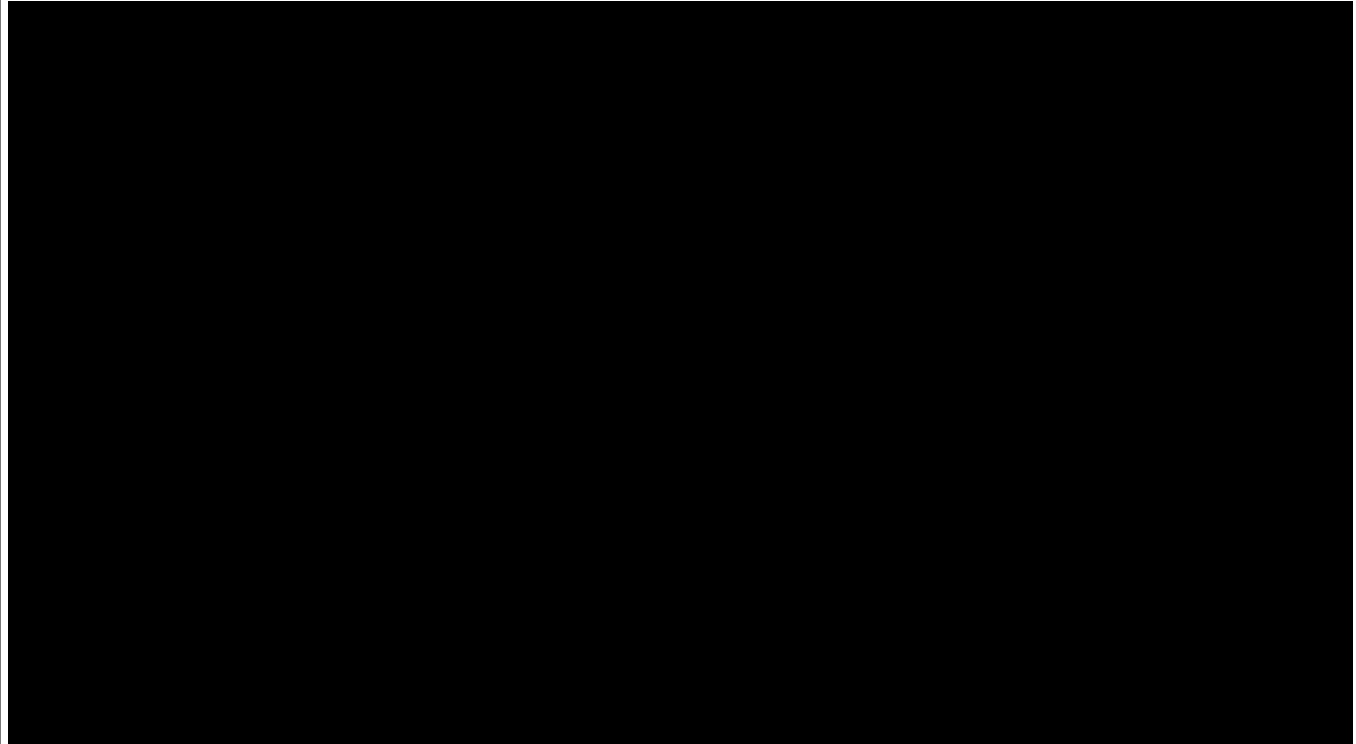
17          76.    Upon information and belief, Production Defendants knew or should have known about  
18 this behavior, [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21          77.    Additionally, Defendants knew or should have known [REDACTED] because  
22 its own employment handbook, as detailed above, laid the groundwork for this collective sexual  
23 harassment and sexual harassment against female employees.

24  
25  
26 \_\_\_\_\_  
27 [REDACTED]  
28 [REDACTED]

1 78. Contestants 4 and 5 witnessed [REDACTED]

2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED].



17 *Figure 7*

18 79. By refusing to intervene [REDACTED]

19 [REDACTED]  
20 [REDACTED], Production Defendants created, permitted to exist, and fostered a culture and pattern and  
21 practice of sexual harassment including in the form of a hostile work environment where, [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED].

25 //  
26 //  
27 //  
28 //



1           **3.    Beast Games created hostile conditions where women were forced to endure**  
2           **the severe embarrassment and unfair disadvantage of** [REDACTED]

3 [REDACTED]  
4 [REDACTED].

5           80. [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED].

10          81. [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED] [REDACTED]



*Figure 8*

19          82.    Defendants appeared to take no steps during the course of the Production to address [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED].

23          83.    At all relevant times, on information and belief, Defendants’ management, up to and  
24 including senior management and ownership, had actual and/or constructive notice that the  
25 violence and sexual harassment detailed herein was occurring within the workplace.  
26

27  
28 [REDACTED]

1 84. At all relevant times, on information and belief, Defendants’ management, up to and  
2 including senior management and ownership, had actual and/or constructive notice that its production  
3 staff was aware of, but failed to remedy the violence and sexual harassment detailed herein.

4 **G. Defendants Made Multiple False Statements to the Contestants In Connection with**  
5 **Beast Games Prior to the Start of the Competition.**

6 1. **Defendants falsely advertised that the Competition would have 1,000**  
7 **contestants, [REDACTED], and this cut the odds of winning**

8 [REDACTED] :

9 85. On March 18, 2024, Amazon shared the news that “MrBeast and Amazon MGM Studios  
10 announce the new reality competition series ‘Beast Games.’”<sup>22</sup> In large print text just under a graphic  
11 showing Mr. Donaldson amidst a backdrop including the Amazon Prime Video® and MrBeast® logos,  
12 Amazon continued that, “The new show will premiere on Prime Video and is set to become the biggest  
13 reality competition series, where 1000 contestants will compete for a \$5 million prize.”<sup>23</sup> See also  
14 Figure 9 below.



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24 The new show will premiere on Prime Video and is set to  
25 become the biggest reality competition series, where 1000  
26 contestants will compete for a \$5 million prize.

27 *Figure 9*

28 <sup>22</sup> Toby, *MrBeast and Amazon MGM Studios*, *supra* note 1, and Figure 9.

<sup>23</sup> *Id.*

1 86. Mr. Donaldson himself also announced that same day on his MrBeast® Twitter account  
2 about the Beast Games competition that, “I’m going to be filming the **largest game show in history** and  
3 releasing it on Prime Video! Over 1,000 contestants, \$5,000,000 prize, and many other world records.”<sup>24</sup>  
4 (Emphasis added.)

5 87. Accordingly, at all relevant times, Defendants Amazon, Off One’s Base, and MrBeast  
6 held themselves out collectively as the creators, promoters, and producers of the Beast Games, and all  
7 did so in order to profit from the endeavor.

8 88. Defendants widely promoted, right through the first day of the Beast Games competitions  
9 [REDACTED] that there would be 1,000 people competing.

10 89. However, the Contestants, who had traveled, [REDACTED]  
11 having blocked off [REDACTED] that was required  
12 by Defendants to compete in Beast Games, only first found out when the competition started that [REDACTED]  
13 [REDACTED].

14 90. This did not sit well with the Contestants, who made their feelings known to The New  
15 York Times reporter Kircher, who reported that, “Right from the start, things seemed off. Some  
16 contestants said they had originally been told that the competition would have 1,000 participants. (This  
17 was also the figure advertised by Prime Video earlier this year.). [REDACTED]  
18 [REDACTED]

19 [REDACTED]”<sup>25</sup> Kircher went on to add that, “After learning [the Contestants] would be competing  
20 against [REDACTED], some said they felt they had been misled about their odds of winning.”<sup>26</sup>

21 **2. Defendants misrepresented that reasonable meal needs would be met.**

22 91. The Beast Games Production represented in the Beast Games Rules Packet that the  
23 [REDACTED] would be provided by Defendants.  
24  
25

26 <sup>24</sup> MrBeast (@MrBeast), Twitter (Mar. 18, 2024 8:02 AM),  
27 [https://x.com/mrbeast/status/1769741243339141413?s=46&t=5Ked1Q0pjP\\_C7Iej78Ug0Q](https://x.com/mrbeast/status/1769741243339141413?s=46&t=5Ked1Q0pjP_C7Iej78Ug0Q), last accessed September 16,  
2024.

28 <sup>25</sup> Kircher, *Willing to Die for MrBeast*, *supra* note 8.

<sup>26</sup> *Id.*

1 92. Defendants failed to mention, however, that these [REDACTED] if they could be called that,  
2 would be infrequently provided and insufficient in the number of calories in each meal, where Plaintiffs  
3 allege, by way of example, [REDACTED]  
4 [REDACTED]. Indeed, according to local  
5 news reports, multiple (“countless”) Beast Games Contestants were taken to the hospital, including for  
6 dehydration. Scott Roeben of Vital Vegas reported that local Desert Springs Hospital “ha[d] seen  
7 countless patients . . . coming from ‘Beast Games’ due to lack of food and water”<sup>27</sup>; and that the  
8 Production had allegedly “denied food to diabetics, denied water to contestants, and at least two  
9 individuals had seizures as a result.”<sup>27</sup>

10 93. In addition to promising Contestants that Defendants would handle [REDACTED]  
11 [REDACTED] Defendants also promised in the Beast Games Rules Packet that [REDACTED]  
12 [REDACTED].

13 94. The reality, however, was that [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED].

17 95. For example, Contestant 4 concluded their assignment [REDACTED] but the  
18 Production did not [REDACTED] until days after.

19 96. Some Contestants opted to [REDACTED]  
20 [REDACTED], but many are still awaiting their promised reimbursement. For example,  
21 Contestant 2 and Contestant 3 have submitted documentation to be reimbursed for [REDACTED]  
22 [REDACTED], but Defendants have not yet reimbursed them.

23 //

24 //

25 //

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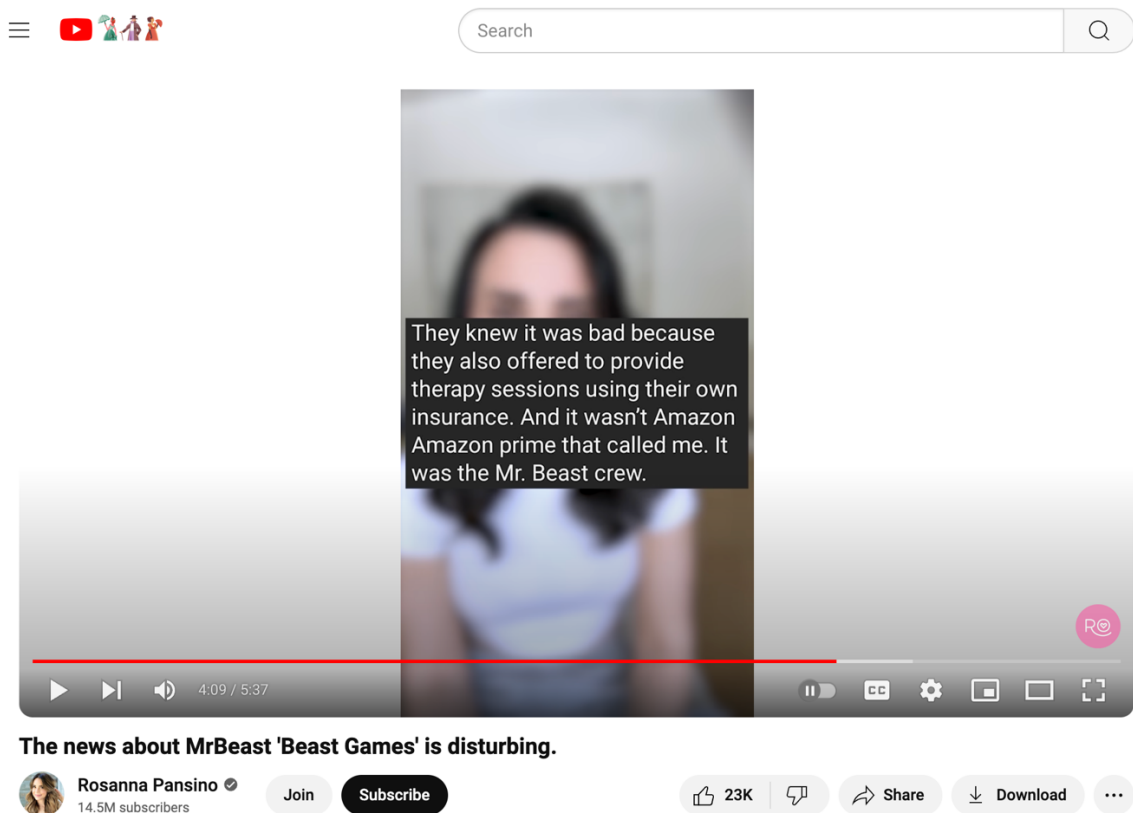
27  
28 <sup>27</sup> Roeben, *MrBeast Shoots "Beast Games," supra* note 10.

1 **H. The Beast Games Production Was So Void of Standards of Reasonable Care that**  
2 **MrBeast® Allegedly Offered to Cover the Contestants' Therapy.**

3 97. The foregoing acts by Defendants created an environment during Beast Games that was  
4 so void of humane standards that Defendants ended up volunteering to cover the cost of the Contestants'  
5 therapy, it was that bad.

6 98. The combination of all of the foregoing created an environment in which the Contestants  
7 suffered severe emotional distress.

8 99. Defendants, apparently aware of the severe distress they caused the Contestants by their  
9 lack of reasonable care in conducting the Production, allegedly offered to cover the Contestants'  
10 therapy. Pansino has reported on alleged contestants informing her that, “[Defendants] knew it was bad  
11 because they also offered to provide therapy sessions using their own insurance.”<sup>28</sup>



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23  
24  
25 *Figure 10*

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27  
28 <sup>28</sup> Pansino, *The news about MrBeast 'Beast Games,' supra* note 18. See also Figure 10.

1           **I. Plaintiffs' Individual Experiences.**

2           100. Contestant 1 was employed by Defendants in [REDACTED].  
3 Defendants arranged and paid for Contestant 1's [REDACTED] during their  
4 services for Defendants. Defendants also arranged for [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED] Contestant 1 understood that  
14 they would be compensated by Defendants for their services. Defendants took more than 30 days after  
15 Contestant 1's conclusion of services to pay Contestant 1 the promised payment.

16           101. Contestant 2 was employed by Defendants in [REDACTED]  
17 [REDACTED]. Defendants arranged [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]. Contestant 2 understood that they would be  
6 compensated by Defendants for their services. While Defendants [REDACTED]  
7 [REDACTED], to date they have not  
8 reimbursed Contestant 2 for [REDACTED]  
9 [REDACTED]. As of the date of the filing of this Complaint, Contestant 2 still has not received the  
10 compensation promised by Defendants for their services.

11 102. Contestant 3 was employed by Defendants in [REDACTED]  
12 [REDACTED]. Defendants arranged [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]. Contestant 3 understood that they

1 would be compensated by Defendants for their services. While Defendants promised [REDACTED]  
2 [REDACTED], to date they  
3 have not reimbursed Contestant 3 for [REDACTED]  
4 [REDACTED].

5 103. Contestant 4, a female, was employed by Defendants [REDACTED]. Defendants  
6 arranged [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 [REDACTED], Contestant 4 remained stuck [REDACTED] for multiple days [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]. Contestant 4 understood that they would be compensated  
26 by Defendants for their services. As of the date of the filing of this Complaint, Contestant 4 still has not  
27 received the compensation promised by Defendants for their services.  
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104. CONTESTANT 5, a female, was employed by Defendants [REDACTED]

[REDACTED] Defendants arranged [REDACTED]

[REDACTED]

1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED] Contestant 4 understood that they would be  
7 compensated by Defendants for their services. As of the date of the filing of this Complaint, Contestant  
8 5 still has not received [REDACTED] in compensation promised by Defendants for their services [REDACTED]  
9 [REDACTED].

10 **V. CLASS ACTION: GENERAL ALLEGATIONS**

11 105. Plaintiffs bring this action pursuant to Cal. Civ. Proc. Code § 382 on behalf of themselves  
12 and the following proposed class: “All individuals who were engaged as purported contestants in the  
13 Beast Games content production [REDACTED]  
14 [REDACTED],” (“**Proposed Class**” or “**Class**”) for violations of the California Labor Code (“**Lab.**  
15 **Code**”) and the Business and Professions Code (“**Bus. & Prof. Code**”) §§ 17200, et seq., and 17500,  
16 and Wage Order 12-2001, for unpaid minimum wages, unpaid overtime wages, penalties failure to  
17 provide accurate wage statements or any statements, meal break penalties, rest break penalties, waiting  
18 time penalties, statutory penalties, liquidated damages, declaratory and injunctive relief, attorneys’ fees  
19 and costs, interest including pre-judgment interest, and any other relief as the Court may deem fair.

20 106. Contestants 4 and 5 also bring this action pursuant to Cal. Code Civ. Proc. § 382 on  
21 behalf of themselves and the following proposed subclass: “All women who were engaged as purported  
22 contestants in the Beast Games video content production [REDACTED]  
23 [REDACTED],” (“**Proposed Subclass**” or “**Subclass**”) for violations of  
24 California Government Code (“**Gov’t Code**”) §§ 12940(a) et seq., and 12923, for statutory penalties,  
25 declaratory relief and injunctive relief in the form of ordering Defendants to institute workplace reforms  
26 and training programs for employees and supervisors to prevent further harassment, including sexual  
27 harassment, as well as for punitive damages, attorneys’ fees and costs, interest including pre-judgment  
28 interest, and any other relief as the Court may deem fair.

1           107. As discovery progresses in this matter, Plaintiffs may find it appropriate to amend the  
2 definition of the Proposed Class and Subclass and will do so as appropriate. Plaintiffs will provide more  
3 formal definitions of the Proposed Class and Subclass when Plaintiffs seek to certify the Class and  
4 Subclass. Excluded from the Proposed Class and Subclass are Defendants, any entities in which any of  
5 Defendants have a controlling interest, and Defendants' officers, directors, legal representatives,  
6 successors, subsidiaries, and assigns. Also excluded from the Proposed Class and Subclass are any  
7 judge, justice, or judicial officer presiding over this matter and the members of their immediate families  
8 and judicial staff.

9           **A. Numerosity.**

10           108. On information and belief, the Proposed Class consists of over [REDACTED] thousand individuals,  
11 making joinder impracticable.

12           109. On information and belief, the Proposed Subclass consists of over forty individuals,  
13 making joinder impracticable.

14           **B. Ascertainability.**

15           110. The Proposed Class and Subclass are ascertainable in that their members are composed of  
16 contestants who competed in the Beast Games competitions [REDACTED]

17 [REDACTED] The exact names of such members are identifiable using information  
18 contained in [REDACTED]

19 [REDACTED]  
20 [REDACTED]

21 [REDACTED]. This should provide the exact number of the Proposed Class and Subclass  
22 members.

23           **C. Typicality.**

24           111. The claims of Plaintiffs are typical of the Proposed Class and Subclass. The claims of the  
25 Plaintiffs and the Proposed Class are based on the same legal theories, and arise from the same unlawful  
26 pattern and practices and violations of law. Plaintiffs each participated as contestants in the Beast  
27 Games competitions [REDACTED]. They  
28

1 each sustained damages of all members of the Proposed Class and Subclass that were caused by  
2 Defendants' conduct in violation of the law.

3 **D. Superiority.**

4 112. The nature of this action and the laws that apply make the class action format efficient  
5 and appropriate to provide relief to the Plaintiffs and the Proposed Class and Subclass, for the following  
6 reasons:

- 7 a. This case involves big corporate Defendants as well as over [REDACTED] individual class  
8 members with claims that have common issues of law and fact pertaining to their  
9 engagement by Defendants;
- 10 b. If each individual member of the class was required by the Court to file an individual  
11 lawsuit, Defendants would be able to use their vastly larger financial resources  
12 against the limited resources of these individual Plaintiffs giving them a grossly  
13 unfair advantage. Additionally, those who do not have the resources to even bring  
14 individual actions would be unfairly compromised. Additionally, the cost to the court  
15 system to individually hear each of these matters would be substantial;
- 16 c. The establishment of common business practices or factual occurrences would  
17 establish the rights for all of the Proposed Class and Subclass to recover on the claims  
18 asserted herein;
- 19 d. Filing a claim with the California Labor Commission is a weaker method to address  
20 the wrongs in this action due to the limitations of such avenue, including the lack of  
21 discovery, as well as fewer remedies available. Additionally, the losing party could  
22 still further continue with a trial de novo in the Superior Court.

23 **E. Existence and Predominance of Common Law Questions of Fact and Law.**

24 113. Common questions of fact and law that affect the members of the Proposed Class,  
25 include, but are not limited to, the following:

- 26 a. Whether Defendants committed worker misclassification under California law with  
27 respect to the Proposed Class;

- b. Whether Defendants intentionally committed worker misclassification with respect to the Proposed Class;
- c. Whether Defendants failed to pay the Proposed Class minimum wage in violation of California wage and hour laws;
- d. Whether Defendants failed to pay the Proposed Class overtime wages in violation of California wage and hour laws;
- e. Whether Defendants failed to provide the Proposed Class with accurate itemized statements in violation of California wage and hour laws;
- f. Whether Defendants failed to provide the Proposed Class with meal breaks in violation of California wage and hour laws;
- g. Whether Defendants failed to provide the Proposed Class with rest breaks in violation of California wage and hour laws;
- h. Whether Defendants failed to provide the Proposed Class with all wages that were due upon separation in violation of California wage and hour laws;
- i. Whether Defendants conduct constitutes false advertising under the California Bus. & Prof. Code 17500;
- j. Whether Defendants conduct constitutes unfair competition under the California Bus. & Prof. Code;
- k. Whether the Proposed Class is entitled to injunctive relief;
- l. Whether the Proposed Class is entitled to restitution;
- m. Whether the Proposed Class is entitled to attorneys' fees and costs;

114. Common questions of fact and law that affect the members of the Proposed Subclass, include, but are not limited to, the following:

- a. Whether Defendants' staff committed sexual harassment in violation California law with respect to the Proposed Subclass;
- b. Whether Defendants failed to prevent sexual harassment in violation California law with respect to the Proposed Subclass;

- 1 c. Whether Defendants committed negligence in violation California law with respect  
2 to the Proposed Subclass;
- 3 d. Whether the Proposed Subclass is entitled to injunctive relief;
- 4 e. Whether the Proposed Subclass is entitled to punitive damages; and
- 5 f. Whether the Proposed Class is entitled to attorneys' fees and costs.

6 115. Absent a class action, most of the members of the Proposed Class and Subclass would  
7 find the cost of litigating their claims to be prohibitive, leaving them without an effective remedy. The  
8 class treatment of common questions of law and fact is also superior to multiple individual actions or  
9 piecemeal litigation, particularly as to the Defendants' legal responsibility for its violations of the Labor  
10 Code, Government Code, and Business and Professions Code, in that it conserves the resources of the  
11 courts and the litigants and promotes consistency and efficacy of adjudication.

12 **F. Adequacy.**

13 116. Plaintiffs will fairly and adequately represent and protect the interests of the Proposed  
14 Class and Subclass. Plaintiffs have retained four law firms with experience in prosecuting complex  
15 litigation, California employment law, and class action cases. Plaintiffs and their counsel are committed  
16 to vigorously prosecuting this action on behalf of the other respective members of the Proposed Class  
17 and Subclass, and have the financial resources to adequately do so. Neither the Plaintiffs, nor Plaintiff's  
18 counsel, has interests adverse to those of the other members of the Proposed Class or Subclass.

19 **VI. CAUSES OF ACTION**

20 **A. Count 1: Failure to Pay Minimum Wage (Lab. Code §§ 204, 1194, 1197, and 1197.1,**  
21 **and Wage Order No. 12-2001)**  
22 **(Against All Defendants)**

23 117. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
24 as though set out at length herein.

25 118. While the Contestant Agreements stated that [REDACTED]  
26 [REDACTED] in reality they were employees. The Division of Labor  
27 Standards Enforcement Opinion Letter 1988-10-27 states that: "If the person performing the service is  
28 an employee, that person must be paid pursuant to the [Industrial Welfare Commission "IWC"] Orders.

1 If the person is truly a volunteer, with no expectation of any pay, and is not performing services of a  
2 commercial nature, the person is not covered by the IWC Orders.”

3 119. Plaintiffs and the Proposed Class all had an expectation of compensation.

4 120. On information and belief, Defendants’ classification of Plaintiffs and the Proposed Class  
5 as such was not proper, and in violation of the California Labor Code, because, on information and  
6 belief, none of the Defendants are either a religious, charitable, or nonprofit organization; and the  
7 services that Plaintiffs and the Proposed Class were hired by Defendants’ for were for Defendants’ own  
8 commercial endeavors and pursuant to Defendants’ customary business.

9 121. Under California law, [REDACTED]  
10 employers are required to pay all employees a minimum wage. As of January 1, 2024, this wage was  
11 \$16 per hour for all industries.

12 122. As a pattern and practice, Defendants knowingly failed and refused to pay Plaintiffs and  
13 the Proposed Class minimum wages owed to them. Instead, Defendants required Plaintiffs and the  
14 Proposed Class to work 24-hour shifts for days, without any wages. Defendants, after controversy arose  
15 related to the show, claimed they would pay workers some money, but the purpose of those payments is  
16 unclear and, even if they were considered wages, would not result in Plaintiffs and the Proposed Class  
17 earning a minimum wage.

18 123. Defendants therefore violated California’s minimum wage laws, as set forth in Lab. Code  
19 §§ 204, 1194, 1197, and 1197.1, and Industrial Welfare Commission Wage Order (“**Wage Order**”) No.  
20 12-2001. Defendants failed and refused to pay Plaintiffs and the Proposed Class wages for any of the  
21 hours worked, during the 24-hours a day schedule that Defendants required Plaintiffs and the Proposed  
22 Class to abide by.

23 124. As a result of Defendants’ failures to abide by the law, including California wage and  
24 hour laws, Plaintiffs and the Proposed Class are entitled to recover damages from Defendants in an  
25 amount equal to the minimum wages unlawfully not paid, and the interest thereon, plus applicable  
26 penalties and attorneys’ fees and costs, in an amount to be proven at trial.

27 125. Plaintiffs and the Proposed Class also request additional relief as further described below.  
28

1           **B.     Count 2: Liquidated Damages for Failure to Pay Minimum Wages (Lab. Code §**  
2                           **1194.2)**  
3                           **(Against All Defendants)**

4           126. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
5 as though set out at length herein.

6           127. Pursuant to Lab. Code §1194.2, in any action under Section 1194 to recover wages as a  
7 result of payment less than minimum wage, an employee shall be entitled to recover liquidated damages  
8 in an amount equal to the wages unlawfully unpaid and interest thereon.

9           128. Plaintiffs and the Proposed Class were not paid at least the minimum wage for all hours  
10 worked.

11           129. Plaintiffs and the Proposed Class are entitled to recover liquidated damages in an amount  
12 equal to the minimum wages unlawfully unpaid and interest thereon, plus attorneys' fees and costs, in an  
13 amount to be established according to proof at trial.

14           **C.     Count 3: Failure to Pay Overtime Wages (Lab. Code §§ 204, 510, and 1194, and**  
15                           **Wage Order No. 12-2001, § 3)**  
16                           **(Against All Defendants)**

17           130. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
18 as though set out at length herein.

19           131. California Lab. Code §§ 204, 510, and 1194 and Wage Order No. 12-2001, § 3 provides  
20 that employees are entitled to overtime pay. This includes pay equal to one and one-half times the  
21 employee's regular rate of pay, for all hours worked in excess of 8 hours in one workday and any work  
22 in excess of 40 hours in any one workweek, and the first 8 hours worked on the 7<sup>th</sup> day of work in any  
23 one workweek, and twice the regular rate of pay for any work in excess of 12 hours in one day. "Hours  
24 worked" means the time during which an employee is subject to the control of an employer, and  
25 includes all the time the employee is suffered and permitted to work, whether or not required to do so,  
26 and whether or not actually performing services during the entire shift.

27           132. Plaintiffs and the Proposed Class worked more than 8 hours per day and 40 hours per  
28 week, but were not paid overtime wages for that work.



1           133. As a result, pursuant to Labor Code Section 1194, Plaintiffs and the Proposed Class are  
2 entitled to recover unpaid overtime wages and interest thereon, plus attorneys' fees and costs, in an  
3 amount to be established at trial.

4           **D. Count 4: Sexual Harassment (Gov't. Code §§ 12940(a) et seq., 12923 and 12965)**  
5           **(By the Proposed Subclass Against All Defendants)**

6           134. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
7 as though set out at length herein.

8           135. At all relevant times hereto, the California Fair Employment and Housing Act  
9 (“FEHA”), including in particular Gov't Code §§ 12940(a) *et seq.*, and 12923 were in full force and  
10 effect and were binding upon Defendants. This subsection imposes an ongoing duty on Defendants to  
11 refrain from harassing an employee on the basis of gender or sex, from creating a hostile work  
12 environment and to prevent discrimination and harassment on the basis of gender and sex.

13           136. At all relevant times, the Proposed Subclass members were members of multiple  
14 protected classes within the meaning of Government Code §12940 which refers to harassment on the  
15 bases of one or more of the protected characteristics under FEHA, and here based upon Plaintiff's sex  
16 and/or gender.

17           137. FEHA requires Defendants to refrain from harassing, or creating, or maintaining a hostile  
18 work environment against an employee based upon the employee's sex or gender as set forth  
19 hereinabove.

20           138. Defendants' harassing conduct was severe or pervasive, was unwelcome by the Proposed  
21 Subclass members, and a reasonable person in their circumstances would have considered the work  
22 environment to be hostile or abusive.

23           139. The Proposed Subclass members in fact did find the unwelcome, sexually harassing  
24 conduct by Defendants to be hostile or abusive to themselves.

25           140. Defendants violated the FEHA and the public policy of the State of California, which is  
26 embodied in the FEHA by creating a hostile work environment and harassing the Proposed Subclass  
27 members because of their gender and/or sex as set forth hereinabove.

1           141. The above said acts were perpetrated collectively and systematically upon the Proposed  
2 Subclass members by the Defendants' staff members who supervised the Proposed Subclass members,  
3 [REDACTED], and Defendants knew or should have  
4 known of the conduct but failed to take immediate and appropriate corrective action.

5           142. The above said acts of Defendants constitute violations of the FEHA and violations of the  
6 public policy of the State of California. As a proximate result of the wrongful conduct of the  
7 Defendants, and each of them, the Proposed Subclass members suffered and continue to suffer from  
8 serious bodily injury, financial and pecuniary losses including pain and suffering, lost income, mental  
9 and emotional distress, loss of enjoyment of life, damage to reputation, and inconvenience, all of which  
10 injuries continue to persist and will persist into the future.

11           143. The foregoing conduct of Defendants individually, and/or by and through their officers,  
12 directors, and/or managing agents, was intended by the Defendants to cause injury to the Proposed  
13 Subclass members or was despicable conduct carried on by the Defendants with a willful and conscious  
14 disregard of the rights of the Proposed Subclass members, or subjected the Proposed Subclass members  
15 to cruel and unjust hardship in conscious disregard of their rights such as to constitute malice,  
16 oppression, or fraud under Civil Code §3294(b), thereby entitling the Proposed Subclass to punitive  
17 damages in an amount appropriate to punish or make an example of Defendants.

18           144. Plaintiffs additionally request a reasonable award of attorneys' fees and costs, including  
19 expert witness fees, under Gov't Code § 12965, and injunctive relief as set forth in the Prayer below.

20           **E. Count 5: Failure to Prevent Harassment (Gov't. Code §§ 12940(a) et seq. and 12965)**  
21           **(By the Proposed Subclass Against All Defendants)**

22           145. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
23 as though set out at length herein.

24           146. At all times hereto, the FEHA, including in particular Gov't Code § 12940(k) et seq., was  
25 in full force and effect and was binding upon Defendants. This subsection imposes a duty on Defendants  
26 to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation from  
27 occurring. As alleged above, Defendants violated this subsection and breached their duty by failing to  
28 take all reasonable steps (or any at all) necessary to prevent harassment from occurring.

1 147. The above said acts of Defendants constitute violations of the FEHA. As a proximate  
2 result of the wrongful conduct of the Defendants, and each of them, the Proposed Subclass members  
3 suffered and continue to suffer from serious bodily injury, financial and pecuniary losses including pain  
4 and suffering, lost income, mental and emotional distress, loss of enjoyment of life, damage to  
5 reputation, and inconvenience, all of which injuries continue to persist and will persist into the future.

6 148. The foregoing conduct of Defendants individually, and/or by and through their officers,  
7 directors, and/or managing agents, was intended by the Defendants to cause injury to the Proposed  
8 Subclass members or was despicable conduct carried on by the Defendants with a willful and conscious  
9 disregard of the rights of the Proposed Subclass members or subjected them to cruel and unjust hardship  
10 in conscious disregard of the Proposed Subclass' rights such as to constitute malice, oppression, or fraud  
11 under Civil Code §3294(b), thereby entitling the Proposed Subclass to punitive damages in an amount  
12 appropriate to punish or make an example of Defendants.

13 149. Plaintiffs request a reasonable award of attorneys' fees and costs, including expert witness  
14 fees under Gov't Code § 12965, and injunctive relief as set forth in the Prayer below.

15 **F. Count 6: Negligent Infliction of Emotional Distress**  
16 **(By the Proposed Subclass Against All Defendants)**

17 150. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
18 as though set out at length herein.

19 151. Defendants owed a duty of care to provide Plaintiffs with a safe and healthful place to  
20 work pursuant to California law, including, but not limited to, Labor Code Section 6300 *et. seq.*,  
21 including, but not limited to Sections 6400, 6401, 6401.7 , 6401.9, 6402 and 6403. Defendants breached  
22 that duty by negligently engaging in conduct that caused, and that conveyed an intent, or that reasonably  
23 was perceived to convey an intent, to cause physical harm or to place women in fear of physical harm,  
24 and that serves no legitimate purpose. It was foreseeable that such conduct would result in, or had a  
25 high likelihood of resulting in, injury, psychological trauma, or stress, to female employees. Such  
26 conduct includes, but is not limited to, [REDACTED]

27 [REDACTED]  
28 [REDACTED]

1 [REDACTED]  
2 [REDACTED].  
3 152. Defendants' conduct as alleged herein caused Plaintiffs and the Proposed Subclass to  
4 suffer serious emotional distress, including suffering, anguish, fright, horror, nervousness, anxiety,  
5 worry, fright, horror, nervousness, anxiety, worry, shock, humiliation, and/or shame, such that an  
6 ordinary, reasonable person would be unable to cope with it.

7 153. This is further demonstrated by Defendants allegedly offering to cover the Contestants'  
8 therapy sessions using their own insurance.

9 154. Defendants' conduct was a substantial factor in causing the Plaintiffs and the Proposed  
10 Subclass's serious emotional distress.

11 155. As a proximate result of the wrongful conduct of the Defendants, Plaintiffs and Subclass  
12 members suffered and continue to suffer from serious emotional distress, including suffering, anguish,  
13 fright, horror, nervousness, anxiety, worry, fright, horror, nervousness, anxiety, worry, shock,  
14 humiliation, and/or shame, such that an ordinary, reasonable person would be unable to cope with it, all  
15 of which injuries continue to persist and will persist into the future.

16 **G. Count 7: Failure to Provide Uninterrupted Meal Breaks (Lab. Code §§ 512 and**  
17 **226.7, and Wage Order No. 12-2001 § 11)**  
18 **(Against All Defendants)**

19 156. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
20 as though set out at length herein.

21 157. Pursuant to Labor Code §512 and Wage Order No. 12-2001, no employer shall employ  
22 any person for a work period of more than 5 hours without a meal period of not less than 30 minutes.

23 158. Pursuant to Labor Code §226.7, an employer shall pay its employee an additional hour of  
24 pay at the regular rate of pay for each workday in which the meal period was not provided.

25 159. Defendants did not provide Plaintiffs and the Proposed Class with a meal period on any  
26 workdays and failed to compensate Plaintiffs and the Proposed Class for one hour of pay for each time a  
27 meal was not provided during a workday.  
28

1           160. As a result, Plaintiffs and the Proposed Class are entitled to damages, including unpaid  
2 wages and lost interest, in an amount to be determined at trial, along with any applicable damages and  
3 penalties pursuant to California law.

4           **H. Count 8: Failure to Provide Uninterrupted Rest Breaks (Lab. Code § 226.7, and**  
5           **Wage Order No. 12-2001)**  
6           **(Against All Defendants)**

7           161. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
8 as though set out at length herein.

9           162. Pursuant to Labor Code §226.7 and the applicable wage order, an employer may not  
10 require an employee to work during any rest period mandated by law. Pursuant to Wage Order 12-2001,  
11 employees are provided with 10-minute rest breaks per 4 hours of work, or major portion thereof. If an  
12 employer fails to comply with this law, the employee is entitled to one hour of pay at the employee's  
13 regular rate of pay for each workday that the rest period was not provided.

14           163. Defendants did not provide Plaintiffs and the Proposed Class with rest breaks on any  
15 workdays and failed to compensate Plaintiffs and the Proposed Class for one hour of pay for each time a  
16 rest break was not provided during a workday.

17           164. As a result, Plaintiffs and the Proposed Class are entitled to damages, including unpaid  
18 wages and lost interest, in an amount to be determined at trial, along with any applicable damages and  
19 penalties pursuant to California law.

20           **I. Count 9: Failure to Provide Wages Promptly Upon Termination (Lab. Code §§ 201,**  
21           **202, and 203)**  
22           **(Against All Defendants)**

23           165. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
24 as though set out at length herein.

25           166. Pursuant to Labor Code §201, employees are entitled to all compensation due  
26 immediately upon discharge. Pursuant to Labor Code §202, employees are entitled to all compensation  
27 due within 72 hours after the time of quitting.

1 167. Pursuant to §203 and the applicable wage order, if an employer fails to timely pay an  
2 employee upon discharge or resignation, the employee is entitled to waiting time penalties, constituting  
3 their regular rate of pay for up to 30 days.

4 168. Defendants did not provide Plaintiffs and the Proposed Class, any Defendants willfully  
5 failed to provide, compensation promptly upon discharge or resignation; as such, the Defendants are  
6 liable for waiting time penalties, in the amount of compensation at the employee's regular rate of pay for  
7 each day the wages remain unpaid, up to 30 days.

8 169. Defendants willfully failed and continued to fail to pay Plaintiffs and the Proposed Class  
9 wages pursuant to Labor Code §§201 and 202. Accordingly, Plaintiffs and the Proposed Class are  
10 entitled to waiting time penalties, plus attorneys' fees and costs, in an amount to be proven at trial.

11 170. As a result, Plaintiffs and the Proposed Class are entitled to damages, including unpaid  
12 wages and lost interest, in an amount to be determined at trial, along with any applicable damages and  
13 penalties pursuant to California law.

14 **J. Count 10: Failure to Provide Accurate and Itemized Wage Statements (Lab. Code**  
15 **§§ 226 and 226.3, and Wage Order No. 12-2001)**  
16 **(Against All Defendants)**

17 171. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
18 as though set out at length herein.

19 172. California Lab. Code §§ 226 and Wage Order 12-2001(2) provides that, "At the time of  
20 payment of wages or compensation, the employer shall furnish the employee with an itemized list  
21 showing the respective deductions made from the total amount of wages or compensation."

22 173. Plaintiffs and the Proposed Class are employees of Defendants.

23 174. Plaintiffs and the Proposed Class, as employees of the Defendants, were entitled to  
24 receive accurate itemized wage statements.

25 175. Defendants failed and refused to provide Plaintiffs and the Proposed Class with the  
26 required itemized statements in writing showing the respective deductions made from the total amount  
27 of wages or compensation, or any statements at all, or keep proper records, as required by Lab. Code §§  
28 226, 226.3 and Wage Order 12-2001(2).

1 176. Defendants have knowingly and intentionally failed and continue to fail to comply with  
2 Labor Code Section 226. As a result, Plaintiffs and the Proposed Class are entitled to penalties pursuant  
3 to Section 226 and 226.3, plus attorneys' fees and costs.

4 **K. Count 11: Failure to Indemnify for Employee Expenses and Losses in Discharging**  
5 **Duties (Lab. Code § 2802)**  
6 **(Against All Defendants)**

7 177. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
8 as though set out at length herein.

9 178. California Lab. Code § 2802 requires an employer to indemnify their employee for all  
10 necessary expenditures or losses that are incurred by the employee in direct consequence of the  
11 discharge of their duties. Defendants violated this provision by failing to reimburse Plaintiffs and the  
12 Class Members for their expenditures on business expenses incurred for the Defendants.

13 179. As a direct result of Defendants' conduct, Plaintiffs and the Class have suffered  
14 monetary damages in amounts to be determined at trial.

15 180. California Labor Code provides for an award of reasonable attorney's fees and costs  
16 incurred by a prevailing plaintiff in an action brought under its provisions. Plaintiffs and the Proposed  
17 Class have incurred and will continue to incur attorneys' fees and costs herein.

18 **L. Count 11: Unfair Business Practices (Bus. & Prof. Code § 17200)**  
19 **(Against All Defendants)**

20 181. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
21 as though set out at length herein.

22 182. Bus. & Prof. Code § 17200 prohibits unfair competition by way of any unlawful, unfair  
23 or fraudulent business act or practice.

24 183. As set forth above, Defendants engaged in unlawful and unfair business practices,  
25 including, but not limited to violating the above referenced wage-and-hour laws, intentionally  
26 misclassifying employees, requiring Plaintiffs and the Proposed Class to enter into illegal contracts, and  
27 providing false information to the State of Nevada to obtain unearned tax credits.

28

1 184. In addition, Plaintiffs and the Proposed Class also allege an unfair competition claim  
2 derived from Defendants' violation of California Business & Professions Code § 17539.1, which  
3 prohibits "any person in the operation of any contest or sweepstakes" from (3) ("Misrepresenting in any  
4 manner the odds of winning any prize") and (4) ("Misrepresenting in any manner, the rules, terms, or  
5 conditions of participation in a contest."). Here, as described above, Defendants misrepresented to  
6 prospective contestants that if they were selected and agreed to serve as Contestants they would, among  
7 other things, be competing against one thousand (1000) people for a five-million-dollar (\$5,000,00)  
8 prize. However, Plaintiffs and the Proposed Class discovered only after they arrived that the Contestant  
9 pool was actually [REDACTED] not 1000, which materially reduced Plaintiffs and Proposed Class's  
10 chance of winning the competition.

11 185. Plaintiffs and the Proposed Class lost money and/or property as a result of Defendants'  
12 unfair business practices, through which Defendants obtained unfair benefits and profits at the expense  
13 of Plaintiffs and the Proposed Class, each of whom incurred costs to serve as Contestants in the Beast  
14 Games and did so under false pretenses.

15 186. Public injunctive relief is necessary here to prohibit conduct that is injurious to the  
16 general public. MrBeast® has over 300 million followers online and will likely garner more fans after  
17 the release of the Beast Games Production with Amazon. Millions of people could apply to participate  
18 in the next Beast Games, and MrB2024 and Amazon should be required to represent truthfully the  
19 conditions of the Beast Games and to adhere to the employment protections required by California law.

20 187. Accordingly, Plaintiffs and the Proposed Class are entitled to injunctive relief requiring  
21 Defendants to truthfully represent the conditions of the Beast Games , including the number of  
22 contestants, before potential contestants apply to participate; to equitably conduct the Beast Games so  
23 that women are not unfairly disadvantaged; and to accurately classify future contestants as employees,  
24 rather than [REDACTED] "independent contractors."

25 **M. Count 12: False Advertising Unfair Business Practices (Bus. & Prof. Code § 17500)**  
26 **(Against Defendants MrB2024 and Amazon)**

27 188. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
28 as though set out at length herein.



1 189. California Business and Professions Code § 17500 prohibits any person, corporation, or  
2 employee thereof to induce the public to enter into any obligation relating thereto, to make or  
3 disseminate . . . in any [] manner or means whatever . . . any statement, concerning . . . those services . .  
4 which is untrue or misleading, and which is known, or which by the exercise of reasonable care should  
5 be known, to be untrue or misleading.

6 190. Plaintiffs and the Proposed Class allege that Defendants made statements to induce  
7 potential contestants to enter into the Contestant Agreement that were untrue or misleading, and that  
8 Defendants knew, or by the exercise of reasonable care should have known, that the statements were  
9 untrue or misleading.

10 191. As described above, Defendants misrepresented to prospective contestants that if they  
11 were selected and agreed to serve as Contestants they would, among other things, be competing against  
12 one thousand (1000) people for a five-million-dollar (\$5,000,00) prize. However, after Plaintiffs and the  
13 Proposed Class put their lives on hold and arrived [REDACTED], to compete in  
14 the Beast Games, they discovered that the Contestant pool was actually [REDACTED] people, not  
15 one thousand (1000), which materially reduced Plaintiffs and Proposed Class's chance of winning the  
16 competition, [REDACTED].

17 192. Any reasonable consumer would be deceived by the blanket false material statement  
18 concerning the number of competitors in the Beast Games.

19 193. Moreover, Defendants' false statement about the number of contestants is unlawful as a  
20 matter of law under California Business & Professions Code § 17539.1, which prohibits "any person in  
21 the operation of any contest or sweepstakes" from (3) ("Misrepresenting in any manner the odds of  
22 winning any prize") and (4) ("Misrepresenting in any manner, the rules, terms, or conditions of  
23 participation in a contest.").

24 194. Accordingly, Plaintiffs and the Proposed Class are entitled to public injunctive relief  
25 requiring Defendants to truthfully represent the conditions of the Beast Games , including the number of  
26 contestants, before potential contestants apply to participate; along with any other penalties or remedies  
27 deemed appropriate as determined after trial.

28

1           **N. Count 13: Declaratory Relief**

2                           **(Against All Defendants)**

3           195. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs  
4 as though set out at length herein.

5           196. Plaintiffs and the Proposed Class assert claims for declaratory relief under California  
6 Code of Civil Procedure Section 1060.

7           197. Plaintiffs and the Proposed Class have interests under the written Contestant Agreements  
8 as well as the statutes governing California employment law.

9           198. An actual controversy exists relating to the legal rights and duties of the parties.

10          199. Plaintiffs and the Proposed Class and Subclass are seeking declaratory relief to define  
11 their rights to avoid prospective harm. Namely, Plaintiffs and the Proposed Class are asking the Court  
12 to declare that the Contestants were not properly classified [REDACTED] under the Contestant  
13 Agreement and instead the economic realities of the Beast Games contestant arrangement support an  
14 employment designation.

15 **VII. PRAYER FOR RELIEF**

16          WHEREFORE, Plaintiffs, individually and on behalf of the Proposed Classes, request that the  
17 Court:

- 18          1) Certify this case as a class action on behalf of the Class defined above; or in the alternative,  
19             certify a class for liability only, or for other limited issues pursuant to Cal. Rule of Court  
20             3.765(b);
- 21          2) Appoint Plaintiffs Contestant 1, Contestant 2, Contestant 3, Contestant 4, and Contestant 5 as  
22             Class representatives;
- 23          3) Certify the subclass action on behalf of the Subclass defined above; or in the alternative, certify  
24             a subclass for liability only, or for other limited issues pursuant to Cal. Rule of Court 3.765(b);
- 25          4) Appoint Contestants 4 and 5 as the subclass representatives for the Subclass defined above.
- 26          5) Appoint the law firms of Pafundi Law Firm, APC, Singian Law, Stuart Alban Law, and Whang  
27             Law Firm, P.C., as Class Counsel;
- 28          6) Order Class Notice to all Class Members defined above;

1 7) Order Declaratory Relief as follows:

- 2 a. That the Court declare that Plaintiffs and the Proposed Class were willfully misclassified  
3 in violation of Lab. Code §§ 226.8 and 3351, and award any penalties for each violation  
4 as to each member of them;
- 5 b. That the Court declare that Defendants' failure to pay wages to Plaintiffs and the  
6 Proposed Class for all hours worked violates Lab. Code §§ 204, 510, 558, 1194, and  
7 1197;
- 8 c. That the Court declare that Defendants' failure to provide uninterrupted meal breaks to  
9 Plaintiffs and the Proposed Class violates Lab. Code §§ 226.7, 512, and Wage Order No.  
10 12-2001, to the extent they failed to provide at least one-half hour of time in which  
11 Plaintiffs and the Proposed Class were relieved of all duties for every five hours of work;
- 12 d. That the Court declare that Defendants' failure to provide uninterrupted rest breaks to  
13 Plaintiffs and the Proposed Class violates Lab. Code §§ 226.7, 512, 558 and Wage Order  
14 No. 12-2001, to the extent they failed to provide at least 10 minutes of an uninterrupted  
15 rest period to Plaintiffs and the Proposed Class Members were relieved of all duties for  
16 every four hours of work;
- 17 e. That the Court declare that, as to Plaintiffs and the Proposed Class whose employment  
18 with Defendants have terminated, that Defendants have violated Lab. Code §§ 201-203  
19 by willfully failing to pay such Class Members compensation due at the time of  
20 termination of employment or within 72 hours thereafter;
- 21 f. That the Court declare that Defendants' failure to furnish accurate and itemized wage  
22 statements, or any statements at all to Plaintiffs and the Proposed Class violates Lab.  
23 Code § 226;
- 24 g. That the Court declare that Defendants' conduct violates Gov't Code §§ 12940(a) et seq.  
25 and 12923;
- 26 h. That the Court declare that Defendants' violated Bus. & Prof. Code §§ 17200, et seq. as  
27 to Plaintiffs and the Proposed Class;

28 8) Preliminarily and permanently enjoin Defendants from engaging in the practices alleged herein;

- 1 9) Award injunctive relief in the form of ordering Defendants to institute workplace reforms and
- 2 training programs for employees and supervisors to prevent further harassment;
- 3 10) Award all wages owed by Defendants to Plaintiffs and the Proposed Class, including unpaid
- 4 minimum wages, overtime wages, and liquidated damages;
- 5 11) Order that Defendants reimburse Plaintiffs and the Proposed Class for all unreimbursed business
- 6 expenses incurred in relation to their employment;
- 7 12) Award Plaintiffs and the Proposed Class one hour of additional pay for each required
- 8 uninterrupted meal break that was not provided pursuant to pursuant to Lab. Code § 226.7 and
- 9 Wage Order No. 12-2001;
- 10 13) Award Plaintiffs and the Proposed Class one hour of additional pay for each required
- 11 uninterrupted rest break that was not provided pursuant to pursuant to Lab. Code § 226.7 and
- 12 Wage Order No. 12-2001;
- 13 14) Award Plaintiffs and the Proposed Class penalties for Defendants' failure to provide accurate
- 14 and itemized wage statements, pursuant to Lab. Code §§ 226 and 226.3;
- 15 15) Award waiting time penalties due to Plaintiffs and the Proposed Class, pursuant to Lab. Code §
- 16 203;
- 17 16) Order restitution to Plaintiffs and the Proposed Class for Defendants' unlawful business
- 18 practices, as described herein, pursuant to Bus. & Prof. Code §§ 17200, et seq.;
- 19 17) Award punitive damages to the Proposed Subclass, pursuant to Civ. Code § 3294;
- 20 18) Award attorneys' fees and costs pursuant to Code Civ. Proc. § 1021.5, Lab. Code §§ 218.5, 226,
- 21 1194, and 2698, et. seq., Gov't Code § 12965, and any other applicable law;
- 22 19) Award interest to the maximum extent allowed by law; and

23 //  
24 //  
25 //  
26 //  
27 //  
28 //

1 20) For such other and further relief as the Court deems just and proper.

2 Date: September 16, 2024

PAFUNDI LAW FIRM, APC

3  
4 By: Robert Pafundi  
Robert N. Pafundi

5 Attorneys for Plaintiffs and all others similarly situated.

6 Date: September 16, 2024

SINGIAN LAW

7  
8 By: Lizelle S. Brandt  
Lizelle S. Brandt  
Andrew J. Kubik

9 Attorneys for Plaintiffs and all others similarly situated.

10  
11 Date: September 16, 2024

STUART ALBAN LAW

12  
13 By: Courtney Stuart-Alban  
Courtney Stuart-Alban

14 Attorneys for Plaintiffs and all others similarly situated.

15 Date: September 16, 2024

WHANG LAW FIRM, P.C.

16  
17 By: Arthur Y. Whang  
Arthur Y. Whang

18 Attorneys for Plaintiffs and all others similarly situated.

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1 **VIII. JURY DEMAND**

2 Plaintiffs hereby demands a trial by jury on all issues so triable.

3 Date: September 16, 2024

PAFUNDI LAW FIRM, APC

4  
5 By: Robert Pafundi  
6 Robert N. Pafundi  
7 Attorneys for Plaintiffs and all others similarly situated.

8 Date: September 16, 2024

SINGIAN LAW

9 By: Lizelle S. Brandt  
10 Lizelle S. Brandt  
11 Andrew J Kubik  
12 Attorneys for Plaintiffs and all others similarly situated.

13 Date: September 16, 2024

STUART ALBAN LAW

14 By: Courtney Stuart-Alban  
15 Courtney Stuart-Alban  
16 Attorneys for Plaintiffs and all others similarly situated.

17 Date: September 16, 2024

WHANG LAW FIRM, P.C.

18 By: Arthur Y. Whang  
19 Arthur Y. Whang  
20 Attorneys for Plaintiffs and all others similarly situated.