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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CLAUDIA VAZQUEZ and KIMBERLY S. HERNANDEZ VAZQUEZ, on behalf of the State of California, as private attorney generals,

Plaintiffs,

vs.

WASHINGTON MANAGEMENT, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26STCV33294

REPRESENTATIVE ACTION COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code § 2699 for violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

Plaintiffs Claudia Vazquez and Kimberly S. Hernandez Vazquez ("PLAINTIFFS"), on behalf of the people of the State of California and as "aggrieved employees" acting as private attorney generals under the Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFFS bring this action against defendant Washington Management, LLC (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF do **not seek to recover anything other than penalties as permitted by California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFFS do not seek underlying general and/or special damages for those violations, but simply the civil penalties permitted by California Labor Code § 2699.

2. California has enacted the PAGA which permits PLAINTIFFS to bring an action for PAGA penalties *only*, which is the precise and sole nature of this action.

3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be construed as attempting to obtain any relief that would not be available in a PAGA-only action.

4. PLAINTIFFS are not suing in their individual capacities; they are proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees. Nothing in this complaint should be construed as PLAINTIFFS suing in their individual capacities.

THE PARTIES

5. Washington Management, LLC ("DEFENDANT") is a limited liability company

that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. DEFENDANT owns and operates exotic dance clubs in California.

7. Plaintiff Vazquez was employed by DEFENDANT in California from January 29, 2020 to June of 2026. Plaintiff Hernandez Vazquez was employed by DEFENDANT in California from November of 2022 to November of 2025. PLAINTIFFS were at all times classified by DEFENDANT as non-exempt employees, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

8. PLAINTIFFS, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of July 14, 2025 until a date as determined by the Court (the "PAGA PERIOD").

9. PLAINTIFFS, on behalf of all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this

Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFFS are informed and believe, and based upon that information and belief allege, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFFS and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFFS and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFFS' off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFFS and the

AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFFS and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

15. As a result of their rigorous work schedules, PLAINTIFFS and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and the AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFFS and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFFS and the AGGRIEVED EMPLOYEES. PLAINTIFFS and the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

16. During the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and the AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the applicable

California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS and the AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFFS and the AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

17. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANT required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or should have known that PLAINTIFFS and the AGGRIEVED EMPLOYEES were under compensated for all time worked. As a result, PLAINTIFFS and the AGGRIEVED EMPLOYEES forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent that the time worked off the clock does not qualify for overtime premium payment, DEFENDANT failed to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor Code 226. As a result, DEFENDANT from time to time provided PLAINTIFFS and the AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

> [I]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

20. DEFENDANT from time to time failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to the "Hourly" regular wage payments.

24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab. Code Section 203.

25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify PLAINTIFFS and the AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFFS and the AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

26. In the course of their employment PLAINTIFFS and the AGGRIEVED EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were required by DEFENDANT to use their personal cellular phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFFS and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

27. The employment of PLAINTIFFS and some AGGRIEVED EMPLOYEES has terminated and DEFENDANT has not tendered payment of all wages owed as required by law.

28. California Labor Code § 351 establishes the requirements for an employer regarding the payment of gratuities. Labor Code § 351 prohibits employers, managers or supervisors from taking any percentage of a worker's tips, as tips are considered the sole property of the employee. Tip pooling is allowed under certain circumstances if the process if fair, reasonable, and excludes individuals not in the "chain of service" such as employers, managers and supervisors. DJ's and security staff are also considered to be outside the "chain of service" because they provide ambient entertainment and venue control without directly contributing to the customer's service experience. Here, Labor Code § 351 was violated by DEFENDANT in that PLAINTIFFS were required to tip the manager, security staff and DJ out of the money and/or gratuities they made each night even though these individuals were outside the "chain of service".

29. Furthermore, California Labor Code § 221 makes it unlawful for an employer to collect or deduct any portion of wages that have already been paid to an employee. PLAINTIFFS allege that DEFENDANT violated Labor Code § 221 by charging illegal "stage fees" which are an upfront, nightly fee that dancers pay the club to perform and work. It functions like a shift rental cost or booth fee, meaning performers often start their shift "in the hole" before earning any money from tips or private dances. Here, PLAINTIFFS were charged a nightly $100 stage fee by DEFENDANT even though they are employees of the club and not independent contractors. PLAINTIFFS allege that charging them and other AGGRIEVED EMPLOYEES a stage fee to perform is an illegal wage deduction and constitutes unlawful wage theft under Labor Code § 221.

JURISDICTION AND VENUE

28. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

29. Venue is proper in this Court pursuant to California Code of Civil Procedure,

Sections 395.5 and 393, because DEFENDANT operates in locations across California, employs AGGRIEVED EMPLOYEES across California, including in this County, and committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698]

(By PLAINTIFFS and Against All Defendants)

30. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

31. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

32. PLAINTIFFS, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of July 14, 2025 until a date as determined by the Court (the "PAGA PERIOD").

33. On July 14, 2026, PLAINTIFFS gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See* **Exhibit #1**, attached hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFFS to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFFS may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxies of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

34. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.[1] PLAINTIFFS hereby seek recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representatives of the State of California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the State of California and with respect to other AGGRIEVED

[1]Plaintiffs specifically exclude and/or do not allege any claims under California Labor Code §558(a)(3).

EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: October 22, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Kyle R. Nordrehaug
Nicholas J. De Blouw

*Attorneys for Plaintiff*s

EXHIBIT 1

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1009

July 14, 2026
CA3907

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

WASHINGTON MANAGEMENT, LLC

Ashly Jimenez
1875 Tandem Way
Norco, CA 92860

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Claudia Vazquez and Kimberly S. Hernandez Vazquez ("Plaintiffs") and all other Aggrieved Employees of Washington Management, LLC ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Washington Management, LLC, including any employees staffed with Washington Management, LLC by a third party, and classified as non-exempt employees during the time period of July 14, 2025 until a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiffs and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff Vazquez was employed by Defendant in California from January 29, 2020 to June of 2026. Plaintiff Hernandez Vazquez was employed by Defendant in California from November of 2022 to November of 2025. During their employment Plaintiffs were non-exempt, hourly paid employees.

Plaintiffs worked as dancers/entertainers at a topless sports bar known as Dames N' Games located at 2319 E Washington Blvd, Los Angeles, CA 90021. Plaintiffs both danced on stage and offered private dances in the VIP rooms located inside the club. Plaintiffs' job duties were not, however, limited to dancing. For example, Plaintiff Vazquez sometimes had to clean the bathrooms, serve customers food when servers were unavailable, help bartenders procure bottles of liquor for guests in the VIP room and advertise and/or promote the club

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to generate business. During the PAGA Period Defendant subjected Plaintiffs to numerous employment law violations as set forth below.

Plaintiffs and other Aggrieved Employees worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, Defendant only paid Plaintiffs hourly wages for time worked after 9 p.m. The club, however, opened much earlier, such as 12 noon, 3 p.m. or 6 p.m. Plaintiffs started working before 9 p.m. on many occasions. When the club opened at 12 noon, for example, Plaintiff Vazquez was known as the "Day Girl" because she started working when the club opened and sometimes stayed until the club closed at 2 a.m. On these occasions, however, she only got paid for 5 hours of work (9 p.m. to 2 a.m.) despite working 14 hours. Plaintiffs' off the clock work was not limited to time spent working at the club. For example, Plaintiff Vasquez's manager, Myra Abbott, directed her to use various promotional efforts to bring clients into the club when she was not working, including calling, texting and using Tik Tok. Indeed, in June of this year, Plaintiff Vasquez, at the direction of Ms. Abbot, texted over 100 clients while off the clock letting them know the club was opening early for the World Cup soccer tournament. Furthermore, Plaintiffs' meal and rest breaks were sometimes missed in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiffs got in trouble for trying to take a rest break if, for example, they tried to sit down for a few minutes in the dressing room if their legs were tired from working. Indeed, Plaintiff's manager removed chairs from the dressing room precisely to prevent Plaintiffs and other Aggrieved Employees from sitting in that space. Prior to the chairs being removed, it was not uncommon for Plaintiff Vasquez to hear her manager, Ms. Abbot, state the following or something similar if she tried to sit down to take a break, "What are you doing? There are clients outside!" Not surprisingly, Defendant failed to provide Plaintiffs with all the premium payments they were entitled to for the meal and rest break violations they suffered.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. The violations by Defendant are as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work as described above.

California Labor Code § 351 establishes the requirements for an employer regarding the payment of gratuities. Labor Code § 351 prohibits employers, managers or supervisors from taking any percentage of a worker's tips, as tips are considered the sole property of the employee. Tip pooling is allowed under certain circumstances if the process if fair, reasonable, and excludes individuals not in the "chain of service" such as, again, employers, managers and supervisors. DJ's and security staff are also considered to be outside the "chain of service" because they provide ambient entertainment and venue control without directly contributing to the customer's service experience. Here,

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Labor Code § 351 was violated in that Plaintiffs were required to tip the manager, security staff and DJ out of the money and/or gratuities they made each night even though these individuals were outside the "chain of service".

Furthermore, California Labor Code § 221 makes it unlawful for an employer to collect or deduct any portion of wages that have already been paid to an employee. Plaintiffs allege that Defendant violated Labor Code § 221 by charging illegal "stage fees" which are an upfront, nightly fee that dancers pay the club to perform and work. It functions like a shift rental cost or booth fee, meaning performers often start their shift "in the hole" before earning any money from tips or private dances. Here, Plaintiffs were charged a nightly $100 stage fee even though they are employees of the club and not independent contractors. Plaintiffs allege that charging them and other Aggrieved Employees a stage fee to perform is an illegal wage deduction and constitutes unlawful wage theft under Labor Code § 221.

Plaintiffs were also not reimbursed for business related expenses they incurred as a result of their job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiffs used their cell phones for work-related purposes without getting reimbursed. Plaintiff Vazquez, for example, used her personal cell phone to call and text clients in an effort to promote the club to attract customers. Moreover, Plaintiff Vazquez from time to time was asked by Defendant to purchase salads and snacks from Costco and Sam's Club to be sold to customers at the club but was not reimbursed for these items nor was she reimbursed the mileage expenses she incurred.

Additionally, Plaintiffs and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiffs contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provided to Plaintiffs and the Aggrieved employees were not accurate because, for example, the wage statements failed to include the total number of hours worked since Defendant failed to record time spent working at the club before 9 p.m.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiffs and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, including Plaintiffs, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiffs and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

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This notice is provided to enable Plaintiffs to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq*. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Ricardo R. Ehmann*

Ricardo R. Ehmann, Esq.