

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Yolanda Orozco

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CLAUDIA ARCIGA,

Plaintiff,

vs.

SP STAR ENTERPRISE, INC. dba
PLATINUM SHOWGIRLS LA;
LA CLUB MANAGEMENT, LLC;
MOHAN S. MAKKAR; and
DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 21STCV30277

)
) COMPLAINT FOR DAMAGES FOR:

-) 1) FAILURE TO COMPENSATE FOR
) ALL HOURS WORKED;
) 2) FAILURE TO PAY MINIMUM
) WAGES;
) 3) FAILURE TO PAY OVERTIME;
) 4) FAILURE TO PROVIDE
) ACCURATE ITEMIZED WAGE
) STATEMENTS;
) 5) FAILURE TO PAY WAGES OWED
) EVERY PAY PERIOD;
) 6) FAILURE TO PAY WAGES WHEN
) EMPLOYMENT ENDS;
) 7) VIOLATION OF LABOR CODE
) SECTION 558;
) 8) FAILURE TO MAINTAIN
) ACCURATE RECORDS;
) 9) FAILURE TO GIVE REST BREAKS;
) 10) FAILURE TO GIVE MEAL BREAKS
) 11) FAILURE TO REIMBURSE
) BUSINESS EXPENSES;
) 12) UNLAWFUL TIP COLLECTION;
) 13) PRIVATE ATTORNEYS GENERAL
) ACT ("PAGA");
) 14) VIOLATION OF CALIFORNIA
) BUSINESS AND PROFESSIONS
) CODE SECTION 17200.

) DEMAND FOR JURY TRIAL

1 COMES NOW Plaintiff, CLAUDIA ARCIGA (hereinafter "Plaintiff"), and alleges as
2 follows:

3 **PARTIES, JURISDICTION, VENUE**

4 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in
5 County of Los Angeles in this judicial district because Defendants SP STAR ENTERPRISE,
6 INC. dba PLATINUM SHOWGIRLS LA; LA CLUB MANAGEMENT, LLC; MOHAN S.
7 MAKKAR; and DOES 1 to 25, inclusive do business in the County of Los Angeles and
8 because Defendants' obligations and liabilities arise therein, and because the work that was
9 performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover,
10 Plaintiff's damages sought herein exceed \$25,000.

11 2. Plaintiff is a female resident of the County of Los Angeles, State of California.

12 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SP
13 STAR ENTERPRISE, INC. dba PLATINUM SHOWGIRLS LA is and was a California
14 corporation, doing business in Los Angeles County, and which employed Plaintiff.

15 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant LA
16 CLUB MANAGEMENT, LLC is and was a California limited liability company, doing business
17 in Los Angeles County, and which employed Plaintiff.

18 5. Defendant MOHAN S. MAKAR is citizen of California based on Plaintiff's
19 information and belief.

20 6. In relevant part, Labor Code section 558.1 states:

21 (a) Any employer or other person acting on behalf of an employer, who
22 violates, or causes to be violated, any provision regulating minimum
23 wages or hours and days of work in any order of the Industrial Welfare
24 Commission, or violates, or causes to be violated, Sections 203, 226,
25 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such
26 violation.

27 (b) For purposes of this section, the term "other person acting on behalf
28 of an employer" is limited to a natural person who is an owner, director,
officer, or managing agent of the employer, and the term "managing
agent" has the same meaning as in subdivision (b) of Section 3294 of the
Civil Code.

7. Plaintiff is informed and believes and thereon alleges that MOHAN S. MAKAR is a

1 natural person and an owner, director, officer, and/or managing agent of Defendant SP STAR
2 ENTERPRISE, INC. dba PLATINUM SHOWGIRLS LA, who directly or indirectly, or through
3 an agent or any other person, employed or exercised control over the wages, hours, or working
4 conditions of Plaintiff and the Aggrieved Employees. Therefore, he is liable to Plaintiff and the
5 Aggrieved Employees for his violations of, or causing Defendants to violate, Labor Code
6 sections 203, 226, 226.7, and the Wage Order pursuant to Labor Code section 558.1. SP STAR
7 ENTERPRISE, INC. dba PLATINUM SHOWGIRLS LA, LA CLUB MANAGEMENT, LLC,
8 and MOHAN S. MAKAR are hereinafter collectively referred to as "SP STAR."

9 8. The "Aggrieved Employees" are all current and former non-exempt or hourly paid
10 employees, including those individuals who were misclassified as independent contractors, who
11 worked for SP STAR at various different locations in the state of California during the relevant
12 time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private
13 Attorneys General Act of 2004 ("PAGA").

14 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
15 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
16 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
17 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
18 for the conduct alleged herein. Upon discovering the true names and capacities of these
19 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
20 capacities of these fictitiously named defendants.

21 10. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
22 that information and belief, alleges that at all times herein mentioned, each of the remaining
23 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
24 under the authority of their agency, employment, or representative capacity, with the consent
25 of his/her codefendants.

26 **GENERAL ALLEGATIONS**

27 11. Plaintiff started working for SP STAR in or around 2018 as an exotic dancer.

28 12. At all relevant times, Defendants directed and controlled Plaintiff and the Aggrieved

1 Employees in all aspects of their work performance. Defendants required Plaintiff and the
2 Aggrieved Employees to perform exotic dancing on stage. Defendants required Plaintiff and the
3 Aggrieved Employees to arrive at work at fixed times. Plaintiff's typical schedule was working
4 from 6pm to 6am. Defendants required Plaintiff and the Aggrieved Employees to perform private
5 exotic dances for Defendants' customers. Defendants fixed the price for each said dance without
6 input from Plaintiff or the Aggrieved Employees. Defendants did not allow Plaintiff and the
7 Aggrieved Employees to charge more or less for said dances. Defendants decided that they
8 would retain 50% of all dance revenue attributable to each dancer per shift. At the end of each
9 shift, Defendants' management would calculate each dancer's total dance revenue, remove its
10 share of the dance revenue, and turn over the balance to each dancer as their wages for the given
11 shift. As such, Defendants compensated Plaintiff and the Aggrieved Employees with only a
12 percentage of the dance revenue from their performances. Plaintiff and the Aggrieved Employees
13 did not receive any other compensation for their work for Defendants. In addition, Plaintiff was
14 forced, as a condition of her employment, to tip out the deejay ("Orlando") as well as the
15 bartender, waitress and the manager who worked the same shift. These tips could be as much as
16 \$150 or \$200 per shift or more. The bartender, manager, deejay, and waitress would literally
17 demand to get tipped out by the dancers, including Plaintiff. Moreover, Defendants demanded
18 monetary payments from Plaintiff and the Aggrieved Employees to work a shift within the
19 establishment. In essence, Defendants required Plaintiff and the Aggrieved Employees to
20 patronize them. As a result of these payments to Defendants, Plaintiff and the Aggrieved
21 Employees at times earned less than the California minimum hourly wage during their shifts.

22 13. At all relevant times, Defendants required and expected Plaintiff and the Aggrieved
23 Employees to remain inside Defendants' establishment throughout their work shifts. Plaintiff
24 and other Aggrieved Employees were instructed by the owner, "Paul", that they could NOT leave
25 the premises during their 12-hour shift and that if they left, they would be terminated. Moreover,
26 Plaintiff and the other exotic dancers were not allowed to go into the dressing room during shifts.
27 If they were found in the dressing room, the deejay would go in there and yell at them and
28 reprimand them. Moreover, there were no such things as meal and rest breaks as Plaintiff and
the others were not allowed to have uninterrupted rest or meal breaks.

1 14. At all relevant times, Defendants did not record the start and stop times of the daily work
2 periods of Plaintiff and the Aggrieved Employees, nor did they record the times meal periods
3 began and ended. Furthermore, Defendants did not issue itemized wages statements to Plaintiff
4 and the Aggrieved Employees.

5 15. Additionally, Defendants operate as an adult entertainment establishment and the work
6 Plaintiff and the Aggrieved Employees performed was wholly within Defendants' usual course
7 of business of exotic dancing and adult entertainment. Defendants retained Plaintiff and the
8 Aggrieved Employees to perform exotic dances, privately and on stage, for Defendants' patrons,
9 at worksites that Defendants designated such as Platinum Showgirls LA. Defendants knew or
10 should have known their actions of misclassifying employees as independent contractors
11 violated California law.

12 16. It is Plaintiff's position that SP STAR has violated numerous Labor Code sections
13 against Plaintiff and other similarly situated Aggrieved Employees.

14 17. SP STAR violated Labor Code section 226.8. Pursuant to Labor Code section
15 226.8(a)(1), it is unlawful for any person or employer to willfully misclassify an individual as
16 an independent contractor. "Willful misclassification means avoiding employee status for an
17 individual by voluntarily and knowingly misclassifying that individual as an independent
18 contractor." Cal. Lab. Code Section 226.8(i)(4). If a person or employer has willfully
19 misclassified an individual as an independent contractor, the person or employer shall be subject
20 to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
21 thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted
22 by law. Cal. Lab. Code Section 226.8(b). If the person or employer has engaged in or is engaging
23 in a pattern or practice of willfully misclassifying individuals as independent contractors, the
24 person or employer shall be subject to a civil penalty of not less than ten thousand dollars
25 (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in
26 addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(c).

27 18. Labor Code § 2753 provides for joint and several liability for a person who "knowingly
28 advises an employer to treat an individual as an independent contractor to avoid employee status
for that individual." Plaintiff is informed and believes that MOHAN S. MAKAR is and was, at

1 relevant times, an owner, director, officer, or managing agent of Defendants and violated or
2 caused to be violated the provisions regulating the misclassification of employees as independent
3 contractors. Therefore, MOHAN S. MAKAR is individually liable.

4 19. Defendants engaged, suffered, and permitted Plaintiff and the Aggrieved Employees to
5 work. Defendants were clearly aware that Plaintiff and the other Aggrieved Employees worked
6 for them and had the power to prevent Plaintiff and the Aggrieved Employees from working.
7 Defendants also exercised control over Plaintiff and the other Aggrieved Employees' wages,
8 hours, and working conditions. Further, Defendants had the right to control and exercised such
9 control over the manner in which Plaintiff and the other Aggrieved Employees performed their
10 work for Defendants. Plaintiff and the Aggrieved Employees worked at Defendants' direction,
11 and their opportunity for profit or loss did not depend in any way upon their skills. Plaintiff and
12 the other Aggrieved Employees required no special skill to render their services for Defendants.
13 The services they rendered were at all times an integral part of Defendants' business. The
14 relationship between Plaintiff and the other Aggrieved Employees, on one hand, and Defendants,
15 on the other, was terminable at will without cause. Despite these circumstances, Defendants
16 willfully misclassified Plaintiff and the other Aggrieved Employees as independent contractors.
17 Defendants knew or should have known their actions of misclassifying employees as
independent contractors violated California law.

18 20. Defendants misclassified Plaintiff and the Aggrieved Employees as independent
19 contractors and engaged in a pattern and/or practice of so doing. Through their misclassification
20 of Plaintiff and the other Aggrieved Employees, Defendants have engaged in a pattern and
21 practice of willful misclassification of their employees as independent contractors for their own
22 financial benefit. Each person or entity referenced above collectively as Defendants advised the
23 other to treat Plaintiff and the Aggrieved Employees at issue in this case as independent
24 contractors.

25 21. SP STAR did not provide Plaintiff and other similarly situated Aggrieved Employees
26 with the minimum wages to which they were entitled for work performed and as such did not
27 compensate Plaintiff and others for all hours worked at the minimum wage rate pursuant to
28 California Labor Code sections 1194, 1197 and 1197.1. This is so because Plaintiff and others

1 would not receive hourly pay. In fact, SP STAR would often not even uphold their end of the
2 bargain of paying the dancers 50% of the money earned on private dances. In addition, due to
3 the fact that Defendants required Plaintiff and the others to pay them at the beginning of each
4 shift to allow them to work (house fee of \$50 per night) and required that Plaintiff and the others
5 share their tips with the deejay, bartender, waitress, and management, Plaintiff and the other
6 Aggrieved Employees did not earn minimum wage for all hours worked, especially because they
7 were working 12-hour shifts. As such, Plaintiff was not being paid for all hours worked and was
8 not being paid the minimum wage for all hours worked.

9 22. Due to the "off the clock" work as alleged above, SP STAR violated Labor Code §510
10 because it failed to pay Plaintiff and other similarly situated Aggrieved Employees overtime,
11 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
12 throughout their employment. This is so because SP STAR misclassified Plaintiff and others as
13 independent contractors when they should have been classified as hourly, non-exempt employees
14 who would be entitled to overtime compensation. As mentioned above, Plaintiff and other
15 similarly situated aggrieved employees worked more than 8 hours per day, 12 hours per day,
16 and/or 40 hours per week, however, they were not compensated for their overtime hours.
17 Overtime compensation did not exist since Plaintiff and the others were not even paid on an
18 hourly basis.

19 23. SP STAR violated Labor Code §§ 512 and 226.7 along with the applicable Industrial
20 Welfare Commission Wage Order (no. 5) because it failed to provide Plaintiff and others the
21 requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their
22 employment, and Plaintiff did not validly waive said meal periods. SP STAR did not completely
23 relieve Plaintiff and the other Aggrieved Employees of all duties during said meal periods. SP
24 STAR did not pay to Plaintiff and the others one additional hour of pay at their regular rate of
25 compensation for each workday that one or more statutory meal periods was not provided. Due
26 to the misclassification and due to company policy, it was not part of the company culture for
27 employees such as Plaintiff and others to take any breaks at all, much less timely, uninterrupted
28 meal breaks before the 5th hour worked. As such, the culture at SP STAR, and the fact that the
dancers were always pressured to keep trying to solicit private dances, did not lend itself to the

1 employees receiving statutory breaks wherein they were relieved of all work duties. It was the
2 normal practice and custom of SP STAR not to authorize, permit, and enforce statutory meal
3 periods, especially due to the fact that Plaintiff and others were misclassified as independent
4 contractors, who are not necessarily entitled to meal breaks as a matter of law. As such, the
5 environment and culture at SP STAR, which dictated that Plaintiff and other dancers could not
6 even leave the premises during their entire shift, along with the misclassification of employees
7 as independent contractors was not conducive to receiving statutory meal breaks under California
8 law. SP STAR management was aware that employees such as Plaintiff and others were not
9 getting their statutory meal breaks and did nothing to resolve the issue.

10 24. SP STAR also violated Labor Code § 226.7 and the applicable Industrial Welfare
11 Commission Wage Order (no. 5) because it failed to provide Plaintiff and others with 10-minute
12 rest periods for every four hours of work, or majority portion thereof, throughout their
13 employment. SP STAR did not completely relieve Plaintiff and others of all duty during said rest
14 periods. SP STAR did not pay to Plaintiff and others one additional hour of pay at Plaintiff's
15 regular rate of compensation for each workday that one or more statutory rest periods was not
16 provided. Like the situation involving meal breaks and due to issues surrounding
17 misclassification of workers as independent contractors, it was not company policy and not part
18 of the company culture for employees such as Plaintiff and others to take rest breaks. As such,
19 the culture at SP STAR did not lend itself to the employees receiving statutory breaks wherein
20 they were relieved of all work duties. It was the normal practice and custom of SP STAR not to
21 authorize, permit, and enforce statutory rest periods. As such, the environment and culture at SP
22 STAR was not conducive to receiving statutory rest breaks under California law.

23 25. Furthermore, during the relevant time period and due to the above-mentioned violations,
24 SP STAR failed to pay Plaintiff and others all wages due to them within any time period specified
25 by California Labor Code section 204.

26 26. SP STAR was also in violation of California Labor Code section 226(a) by failing to
27 include pertinent information on the wage statements, including but not limited to, all hours
28 worked, all hourly rates in effect, overtime hours worked, gross wages earned, premium pay for
missed meal and rest breaks, all deductions, net wages earned, gross wages earned, all

1 deductions, the correct name and address of the employing entity, the start and end of the pay
2 period, and reimbursement for business expenses, among others. In fact, due to Plaintiff and
3 others being misclassified as independent contractors, SP STAR did not provide Plaintiff and
4 other aggrieved employee with any paystubs at all. As such, SP STAR did not provide Plaintiff
5 and other similarly situated aggrieved employees with complete, accurate itemized wage
6 statements during the PAGA period.

7 27. SP STAR violated Labor Code § 203 because it willfully failed to pay Plaintiff and
8 other similarly situated Aggrieved Employees their earned and due wages upon separation of
9 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
10 These earned but unpaid wages include compensation for all hours worked, overtime
11 compensation, premium pay for missed meal and rest breaks, and business expense
12 reimbursement, among others.

13 28. During the relevant time period, SP STAR also failed to keep accurate and complete
14 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
15 others pursuant to California Labor Code sections 1174(d).

16 29. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
17 business-related expenses and costs that were not reimbursed by SP STAR. These costs include,
18 but are not limited to, heels and clothing, such as fishnet stockings, lingerie, and other such items
19 of clothing. SP STAR required that Plaintiff and others purchase and provide their own pieces
20 of clothing for use at the workplace. Defendants also required Plaintiff and the others to pay for
21 daily parking (\$20 per day). Accordingly, SP STAR was in violation of California Labor Code
22 sections 2800 and 2802

23 30. During the relevant time period, SP STAR failed to provide sick pay pursuant to Labor
24 Code section 246 and also failed to provide Worker's Compensation coverage for Plaintiff and
25 other aggrieved employees in violation of Labor Code Section 3700.5.

26 31. Additionally, and as also alluded to above, SP STAR also violated Labor Code Section
27 450 by requiring financial patronage from Plaintiff and others to allow them to work. SP STAR
28 also violated Labor Code Sections 351 and 353. Labor Code Section 351 prohibits an employer
or agent of the employer from collecting, taking, or receiving any gratuity or a part thereof that

1 is paid, given to, or left for an employee by a patron. Labor Code Section 353 further requires
2 every employer to keep accurate records of all gratuities received, whether received directly from
3 the employee or indirectly by means of deductions from the wages of the employee or otherwise.
4 At all relevant times, SP STAR required Plaintiff and others to share their tips with SP STAR,
5 including with management. The latter also constitutes a violation of Labor Code Section 221
6 for unlawful deductions.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

9 **(California Industrial Welfare Commission Order 5-2001, California Code of
10 Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 32. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 31, inclusive, of this Complaint as though fully set forth herein.

14 33. At all times relevant herein, Defendants were required to compensate their employees
15 for all hours worked upon reporting for work at the appointed time stated by the employer
16 pursuant to Industrial Welfare Commission Order 5-2001, California Code of Regulations,
17 Title 8, Section 11050.

18 34. For the three (3) years preceding filing of this action, Defendants failed to compensate
19 Plaintiff for all hours worked.

20 35. Under the aforementioned wage order and regulations, Plaintiff is to recover
21 compensation for all hours worked but not paid by Defendants for the three (3) years
22 preceding the filing of this Complaint.

23 36. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
24 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
25 this Court.

26 37. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194,
27 and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
28 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
reasonable attorney's fees and costs of suit.

1 38. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
3 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 **(California Labor Code Sections 1194, 1194.2, 1197)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 39. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 38, inclusive, of this Complaint as though fully set forth herein.

10 40. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an
11 employer to suffer or permit a California employee to work without paying wages at the
12 minimum wage rate for all hours worked as required by the applicable Industrial Welfare
13 Commission Wage Order No. 5-2001, codified at California Code of Regulations,
14 Title 8, Section 11050, subdivision 4.

15 41. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K), at all relevant times,
16 "hours worked" included "the time during which an employee is subject to the control of an
17 employer, and includes all the time the employee is suffered or permitted to work, whether or
18 not required to do so..."

19 42. During her employment, Plaintiff was regularly required as a matter of uniform
20 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
21 was paid less than the minimum wage rate by Defendants for hours worked in violation of
22 California Labor Code Section 1197 and the applicable California Industrial Wage
23 Commission wage order(s).

24 43. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
25 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
26 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
27 to believe that their acts or omissions were not contrary to California law.

28 44. For all hours worked by Plaintiff for which she was paid less than the minimum wage
rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum

1 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
2 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
3 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

4 45. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME**

9 **(California Industrial Welfare Commission Order 5-2001, California Code of**
10 **Regulations Title 8 Section 11050)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 46. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 45, inclusive, of this Complaint as though fully set forth herein.

14 47. Pursuant to Industrial Welfare Commission 5-2001, California Code of Regulations,
15 Title 8, Section 11050 for the period of Plaintiff's employment, Defendants were required to
16 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
17 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
18 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
19 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

20 48. Plaintiff was a non-exempt employee entitled to the protections of the California
21 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations,
22 Title 8, Section 11050.

23 49. Plaintiff worked more than eight (8) hours or twelve (12) hours in a single workday or
24 forty (40) hours in a single workweek on numerous occasions.

25 50. Plaintiff was entitled to the above overtime premiums.

26 51. Defendants did not pay Plaintiff premium wages of at least one and one-half times
27 Plaintiff's regular rate of pay for hours worked past eight (8) in a day and two-times Plaintiff's
28 regular rate of pay for hours worked past twelve (12) in a day.

52. Defendants did not pay Plaintiff premium wages of at least one and one-half times

1
2 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

3 53. Plaintiff worked at least one pay period in which she was not properly paid overtime
4 within the three (3) years prior to the initiation of this lawsuit.

5 54. Defendants know or should know the actual dates of overtime worked, the amount of
6 overtime worked, and the amount of unpaid overtime due.

7 55. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
8 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
9 Court.

10 56. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
11 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the
12 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
13 reasonable attorney's fees and costs of suit.

14 57. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

19 **(California Labor Code Section 226)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 58. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 57, inclusive, of this Complaint as though fully set forth herein.

23 59. Pursuant to California Labor Code Section 226, every employer must furnish each
24 employee an itemized statement of wages and deductions at the time of payment of wages.

25 60. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
26 accurately reflected all information required by Labor Code Section 226, including but not
27 limited to, gross wages earned, including overtime, net wages earned, total hours worked by
28 the employee, all deductions, and premium pay for missed meal breaks and rest breaks.

Therefore, Defendants failed to maintain and provide accurate itemized wage statements to

1
2 Plaintiff in accordance with California Labor Code Section 226(a).

3 61. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
4 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
5 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
6 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
7 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
8 the 3-year period immediately preceding the date this lawsuit was filed.

9 62. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
10 sustained damages, including loss of earnings, in an amount to be established at trial. As a
11 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
12 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
13 and attorney's fees pursuant to statute.

14 63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

19 **(California Labor Code Section 204)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

23 65. California Labor Code Section 204 establishes the fundamental right of all employees
24 in the State of California to be paid wages in a timely fashion for their work.

25 66. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
26 full amount of all owed wages when due as required by California Labor Code Section 204.

27 67. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
28 informed, believes, and thereon alleges, that all times relevant during the liability period,
Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,

1
2 including overtime hours and premium pay for missed rest breaks and meal breaks.

3 68. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
4 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
5 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
6 from Defendants' records or indirectly based on information from Defendants' records.

7 69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

12 **(California Labor Code Sections 201, 202, 203)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

16 71. Pursuant to California Labor Code Section 201(a), an employer who discharges an
17 employee must immediately pay for all compensation due and owing.

18 72. Pursuant to California Labor Code Section 202, when an employee resigns, the
19 employer must pay all compensation due and owing within 72 hours of resignation, or on the
20 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

21 73. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
22 without abatement or reduction, any wages of an employee whose employment ends, the wages
23 of the employee shall continue as a penalty from the due date at the same rate until paid or until
24 an action is commenced; however, the wages shall not continue for more than 30 days for
25 failure to pay an employee owed wages.

26 74. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
27 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.
28

1 75. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
4 preceding the filing of this lawsuit.

5 76. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
6 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
7 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

8 77. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
10 trial.

11 **SEVENTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE SECTION 558**
13 **(California Labor Code Section 558)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 78. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.

17 79. California Labor Code Section 558 states that any person acting on behalf of an
18 employer who violates, or causes to be violated, a section of this chapter or any provision
19 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
20 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an amount
22 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
23 hundred dollars (\$100) for each underpaid employee for each pay period for which the
24 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
25 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
26 filed.

27 80. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
28 Defendants are subject to civil penalties under the following laws:

- a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular

1 wages, including overtime wages for overtime hours worked and premium pay for
2 missed meal breaks and rest breaks. As such, Defendants violated Section 558
3 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00 for
4 the first pay period and \$100.00 for each subsequent violation for each pay period
5 for which Plaintiff was underpaid in addition to an amount sufficient to recover
6 underpaid wages.

7 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
8 relief associated with Plaintiff's prosecution of this cause of action under California
9 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
10 paying Plaintiff for all hours worked, her overtime hours worked, and premium pay
11 for missed meal breaks and rest breaks.

12 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
13 fees for relief associated with Plaintiff's prosecution of this cause of action under
14 California Labor Code Sections 200, et seq.

15 81. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
16 the statutes, regulations, and wage orders alleged in this cause of action along with any
17 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

18 82. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs and
19 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO MAINTAIN ACCURATE RECORDS**

22 **(California Labor Code Section 1174(d))**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

26 84. Labor Code section 1174(d) requires that employers, including Defendants, maintain
27 accurate records showing the hours worked daily by its employees and to whom wages were
28 paid.

85. Additionally, the "Records" section of the applicable IWC Wage Order obligates the

1 employer, including Defendants, to keep accurate information with respect to each one of their
2 employees including, but not limited to, the total wages paid each payroll period, and time
3 records showing when the employee begins and ends each work period, meal periods, split
4 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
5 the applicable rates of pay.

6 86. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
7 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
8 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
9 records of Plaintiff's total daily hours, including rest breaks and meal breaks, the total hours
10 worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll
11 period.

12 87. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
13 continues to suffer substantial losses related to Defendants' failure to record and maintain
14 records of meal and rest periods as well as time records.

15 88. Plaintiff seeks all available remedies for Defendants' violations including, but not
16 limited penalties, and costs to the extent permitted by law and according to proof at trial.

17 **NINTH CAUSE OF ACTION**

18 **FAILURE TO GIVE REST BREAKS**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 89. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 88, inclusive, of this Complaint as though fully set forth herein.

22 90. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 23 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which
24 provides that every employer shall authorize and permit all employees to take rest
25 periods, which insofar as practicable shall be in the middle of each work period.
26 The authorized rest period time shall be based on the total hours worked daily at the
27 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 28 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which
provides that if an employer fails to provide an employee a rest period in

1 accordance with the applicable provisions of this order, the employer shall pay the
2 employee one (1) hour of pay at employee's regular rate of compensation for each
3 workday that the rest period is not provided;

- 4 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which
5 penalizes the employer \$50.00 for each initial violation, per employee, of any
6 provision of the Wage Order, and \$100.00 for each additional violation thereafter
7 per employee; and
- 8 d. California Labor Code section 226.7, which states that (a) no employer shall require
9 any employee to work during any rest period mandated by an applicable order of
10 the Industrial Welfare Commission, and (b) if an employer fails to provide an
11 employee a rest period in accordance with an applicable order of the Industrial
12 Welfare Commission, the employer shall pay the employee one (1) additional hour
13 of pay at employee's regular rate of compensation for each work day that the rest
14 period is not provided.

15 91. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute
16 rest break after every four (4) hours of work or major fraction thereof, as required by California
17 law.

18 92. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
19 regulations, and wage orders alleged in this cause of action along with any allowable interest,
20 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
21 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

22 93. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
23 fees as well as interest under Labor Code section 218.6.

24 94. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
26 trial.

27 **TENTH CAUSE OF ACTION**

28 **FAILURE TO GIVE MEAL BREAKS**

(Plaintiff against all named defendants and all DOE defendants)

1 95. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 94, inclusive, of this Complaint as though fully set forth herein.

3 96. Plaintiff brings this cause of action under the following laws, for the following
4 reasons:

- 5 a. California Labor Code section 512(a), which requires that employees be given a 30-
6 minute uninterrupted meal break after five (5) hours of work, and a second
7 uninterrupted meal break after ten (10) hours of work;
- 8 b. California Labor Code section 226.7, which states that (a) no employer shall require
9 any employee to work during any meal period mandated by an applicable order of
10 the Industrial Welfare Commission, and (b) if any employer fails to provide an
11 employee a meal period in accordance with an applicable order of the Industrial
12 Welfare Commission, the employer shall pay the employee one (1) additional hour
13 of pay at the employee's regular rate of compensation for each workday that the
14 meal period is not provided;
- 15 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
16 under Title 8 of the California Code of Regulations Section 11050, which states that
17 if an employer fails to provide an employee a meal period in accordance with the
18 applicable provisions of the Wage Order, the employer shall pay the employee one
19 (1) hour of pay at the employee's regular rate of compensation for each workday
20 that the meal period is not provided;
- 21 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as
22 codified under Title 8 of the California Code of Regulations Section 11050, which
23 requires an employer to maintain records documenting its employees' meal periods;
- 24 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
25 codified under California Code of Regulations Section 11050, which penalizes the
26 employer \$50.00 for each initial violation, per employee, of any provision of the
27 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 28 f. California Labor Code section 1171 and 1173, which have given the California
Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4

1 and 5) as enforceable law.

2 97. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
3 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
4 to take a second relieved meal break after ten (10) hours of work, as required by California
5 law. California Labor Code section 512(a) and California Industrial Welfare Commission
6 Order No. 5, as codified under California Code of Regulations Sections 11050 et. seq. requires
7 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
8 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
9 work duty. California Labor Code section 226.7 provides that employers may not require their
10 employees to work through their meal periods. California Labor Code section 226.7 and
11 California Code of Regulations section 11050 requires that if the employer fails to provide the
12 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
13 of pay for each work day that the meal period is not given.

14 98. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
15 regulations, and wage orders alleged in this cause of action along with any allowable interest,
16 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
17 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

18 99. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.

20 100. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial.

23 **ELEVENTH CAUSE OF ACTION**

24 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

25 **(Plaintiff against all named Defendants and DOE Defendants, and each of them)**

26 101. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 100, inclusive, of this Complaint as though fully set forth herein.

28 102. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct
2 consequence of the discharge of his or her duties.”

3 103. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
4 their duties for Defendants, Plaintiff and the others incurred reasonable and necessary expenses
5 in the course of completing her job duties, which were not reimbursed by Defendants. These
6 costs include, but are not limited to, heels and clothing, such as fishnet stockings, lingerie, and
7 other such items of clothing. SP STAR required that Plaintiff and others purchase and provide
8 their own pieces of clothing for use at the workplace. Defendants also required Plaintiff and the
9 others to pay for daily parking.

10 104. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
11 and attorney’s fees and costs, under Labor Code section 2802.

12 **TWELFTH CAUSE OF ACTION**

13 **UNLAWFUL TIP COLLECTION**

14 **(Lab. Code §§ 351 and 353)**

15 **(Plaintiff against all named Defendants and DOE Defendants, and each of them)**

16 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

18 106. During all times relevant herein, Defendants unlawfully collected tips from Plaintiff
19 that Plaintiff received from Defendants' customers.

20 107. Defendants did not allow Plaintiff to retain all of her tips and instead required that she
21 share her tips with other employees, including management, bartenders, disc jockeys, and
22 waitresses.

23 108. Labor Code section 351 makes it illegal for an employer to collect tips paid or left for
24 the employee and mandates that such tips are the employees' property. Moreover, California
25 Labor Code section 350(e), provides that: “**Any amounts paid directly by a patron to a
26 dancer employed by an employer subject to Industrial Welfare Commission Order No. 5
27 or 10 shall be deemed a gratuity.**” (emphasis supplied.)

28 109. The State of California, Department of Industrial Relations, Division of Labor
Standards Enforcement issued an opinion on June 22, 2001, interpreting California Labor Code

1 section 350(e). This opinion provides that “a patron at a striptease theater gives \$30 to a dancer,
2 consisting of \$20 for the dance fee (which may have been pre-set by the employer) plus \$10 as
3 an additional amount for the dancer's services. Under A.B. 2509, the dancer is entitled to keep
4 the entire \$30.00.” The opinion goes on to discuss the history behind the current law, including
5 its effort to ban the practice of imposing stage fees on dancers.

6 110. Labor Code section 353 requires every employer to keep accurate records of all
7 gratuities received, whether received directly from the employee or indirectly by means of
8 deductions from the wages of the employee or otherwise.

9 111. By Defendants unlawfully collecting tips from Plaintiff, Defendants violated California
10 Labor Code Section 351 and 353. Therefore, Plaintiff demand return of all tips unlawfully
11 collected from her within three years of the filing of this complaint

12 **THIRTEENTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
15 **202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 226.8, 232, 246, 351, 353, 450, 510,**
16 **512, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 2802, 2753, and 3700.5)**

17 **(Against Defendant SP STAR ENTERPRISE, INC.)**

18 112. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 111, inclusive, of this Complaint as though fully set forth herein.

20 113. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
21 Defendants of the specific violations of the California Labor Code that Defendants and DOE
22 defendants have violated and continue to violate.

23 114. Pursuant to California Labor code section 2699.3, no response was received from the
24 LWDA within 65 days of the postmark date of the above-alleged letter.

25 115. Plaintiff therefore has exhausted all administrative remedies required of her under
26 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
27 cause of action and pursue penalties in a representative action for Defendants’ violations of the
28 Labor Code.

116. Pursuant to California Labor Code section 2699, any provisions of the Labor Code

1 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of himself or herself and other current or former employees pursuant to the
5 procedures specified in California Labor Code section 2699.3.

6 117. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against her, and therefore is
8 properly suited to represent the interests of other current and former employees, including all
9 current and former hourly, non-exempt employees who were misclassified as independent
10 contractors but who worked for SP STAR ENTERPRISE, INC. in the State of California
11 during the applicable PAGA Period.

12 118. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
13 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
14 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

15 119. Plaintiff therefore has exhausted all administrative remedies required of her under
16 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
17 cause of action and pursue penalties in a representative action for Defendants' violations of the
18 Labor Code.

19 120. California Labor Code section 2699 et seq. imposes penalties upon culpable
20 Defendants for violating the Labor Code.

21 121. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
22 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
23 seeking individual/victim specific relief or underpaid wages for herself or other employees
24 under this specific PAGA cause of action. Plaintiff has separate causes of action in this
25 Complaint for individual wages but is not seeking wages through the PAGA action.

26 122. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
27 the following:

28 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
226.3, 226.7, 226.8, 232, 246, 351, 353, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197.1,

1 1198, 2802, 2753, and 3700.5 via 2698 and 2699, and any other Labor Codes/Industrial
2 Welfare Commission Order 5 violated based on the facts alleged in this Complaint.

3 123. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
4 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
5 employees as alleged herein in an amount to be shown according to proof at trial and within the
6 jurisdictional limits of this Court.

7 **FOURTEENTH CAUSE OF ACTION**

8 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

9 **(California Business and Professions Code Section 17200)**

10 **(Plaintiff against All Named Defendants and all DOE defendants)**

11 124. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 123, inclusive, of this Complaint as though fully set forth herein.

13 125. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
14 constitute unfair and unlawful business practices under California Business and
15 Professions Code Section 17200, et seq. Due to their unfair and unlawful business practices
16 alleged herein, Defendants have unfairly gained a competitive advantage over other comparable
17 companies doing business in California that comply with their legal obligations to properly
18 classify the dancers as employees, compensate employees for all earned wages and provide them
19 with all meal and rest periods.

20 126. Defendants' violations of California labor laws and the labor code, as alleged above
21 constitutes a business practice because it was done repeatedly over a significant period of time
22 in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
23 employees.

24 127. For the four years preceding the filing of this action, Plaintiff has suffered damages
25 and request damages and/or restitution of all monies and profits to be disgorged from
26 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
27 this Court.

28 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
follows:

1. For special and consequential damages to Plaintiff in an amount subject to proof at trial;
2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
5. For restitution and disgorgement for all unfair business practices by SP STAR; against Plaintiff in an amount subject to proof at trial;
6. For an order enjoining SP STAR from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and Representative PAGA claim/action;
10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law;
11. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiff, as may be proven;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws; and

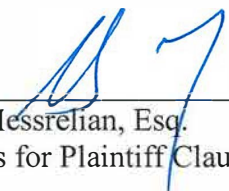
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1 16. For such other and further relief as this Court may deem proper.

2
3 DATED: August 16, 2021

MESSRELIAN LAW INC.

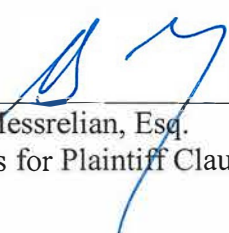
4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Claudia Arciga

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

9
10 DATED: August 16, 2021

MESSRELIAN LAW INC.

11
12 By 
13 Harout Messrelian, Esq.
14 Attorneys for Plaintiff Claudia Arciga