

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
Jessica Chapdelaine

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JESSICA CHAPDELAINE, an individual, and
in her representative capacity on behalf of the
State of California, and all other aggrieved
employees,

Plaintiff,

v.

GOLD CLUB – S.F., LLC, a Nevada limited
liability company, S.A.W. ENTERTAINMENT
LIMITED, a California corporation, and DOES
1-25,

Defendants.

Case No: CGC-24-618349

**DECLARATION OF HARRIS EMRAN,
ESQ. IN SUPPORT OF PLAINTIFF’S
MOTION FOR APPROVAL OF
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(“PAGA”) SETTLEMENT**

[Complaint Filed: July 31, 2023]

Date: July 18, 2025

Time: 9:00 a.m.

Dept: 301

Hon. Christine Van Aken

I, Harris Emran, declare as follows:

1. I am an attorney at law duly licensed to practice law before all the courts in the State of California and the attorney of record herein for Plaintiff Jessica Chapdelaine (“Plaintiff”). The information contained herein is based on my personal knowledge and/or belief. If called to testify to this information under oath, I could and would do so competently. This declaration is being submitted in support of Plaintiff’s unopposed Motion for Approval of California Labor Code Private Attorneys General Act of 2004 (“PAGA”) Settlement.

2. Plaintiff sought our Firm’s assistance because she complained of wage and hour issues while working in sales for Defendant Gold Club – S.F., LLC. (“Defendant Gold Club”) and Defendant

1 S.A.W. Entertainment Limited (“Defendant SAW”) (collectively “Defendants”). As discussed
2 below, Plaintiff, with the help of our Firm, substantially investigated her alleged claims and
3 eventually made the decision to file a lawsuit for her individual damages and as a representative
4 seeking civil penalties under PAGA.

5 **A. Plaintiff’s Contentions**

6 3. Defendants own, operate, and/or manage at least two adult-nightclubs in California featuring
7 nude and semi-nude dancing. Plaintiff worked for Defendant Gold Club as a Bartender and Server
8 between approximately August 2023 to February 2024 paid on an hourly basis and entitled to tips.
9 Plaintiff then worked at Defendant S.A.W. Entertainment Limited (Hustlers Club) from
10 approximately April 2024 to May 2024 as a dancer paid on an hourly basis and entitled to tips.
11 Plaintiff contends Defendants committed numerous wage and hour violations against Plaintiff and
12 other Aggrieved Employees. Specifically, Plaintiff alleged Defendants systematically violated
13 Plaintiff’s and other Aggrieved Employees’ wage and hour rights by failing to compensate Plaintiff
14 and other Aggrieved Employees for donning and doffing time, required these employees to forfeit
15 meal and rest periods, failed to reimburse employees for personal cell phone use resulting in a
16 failure to pay all wages when due and upon termination, and inaccurate itemized wage statements.
17 Plaintiff additionally alleged individual claims for sexual harassment and subsequent retaliation
18 experienced during her employment with Gold Club. The due diligence performed before filing the
19 lawsuit included an initial intake of Plaintiff, identifying individuals who could serve as potential
20 witnesses, interviewing such individuals, and reviewing Plaintiff’s evidence and corroborating her
21 claims.

22 **B. Procedural History**

23 4. On May 8, 2024, Plaintiff provided the Labor Workforce and Development Agency
24 (“LWDA”) written notice by online filing and Defendants via certified mailing of specific
25 provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts and theories to
26 support the alleged violation (the “PAGA Notice”). A true and correct copy of Plaintiff’s PAGA
27 Notice is attached hereto as Exhibit A. A true and correct copy of the proof of filing with the Labor
28

1 and Workforce Development Agency evidencing Plaintiff's Counsel's compliance with California
2 Labor Section 2699.3 is attached hereto as Exhibit D.

3 5. The LWDA did not provide any notice of its intent to investigate the alleged violation within
4 65 calendar days of the postmark date of the PAGA Notice.

5 6. On September 23, 2024, after the LWDA declined to investigate Plaintiff's alleged
6 violations, Plaintiff brought an individual and PAGA action against Defendants Dornoch Inc.
7 ("Defendant Gold Club"), and Defendant S.A.W. Entertainment Limited ("Defendant
8 S.A.W.")(collectively "Defendants") alleging fourteen causes of action for (1) Failure to Provide
9 Required Rest Periods, (2) Failure to Provide Required Meal Periods, (3) Failure to Pay Minimum
10 Wages, (4) Failure to Pay Overtime Compensation, (5) Failure to Reimburse Business Expenses,
11 (6) Failure to Pay Wages When Due, (7) Failure to Pay Wages Upon Termination, (8) Tip Pool
12 Conversion, (9) Failure to Provide Accurate, Itemized Wage Statements, (10) Hostile Work
13 Environment – Sexual Harassment, (11) Failure to Prevent Harassment, (12) Retaliation for
14 Opposing Practices Forbidden by FEHA, (13) Retaliation Under Cal. Lab. Code § 98.6, and (14)
15 Recovery of Civil Penalties under the Labor Code Private Attorneys General Act. A true and correct
16 copy of Plaintiff's Complaint is attached hereto as Exhibit B.

17 7. In January 2025, after serving initial sets of discovery, the Parties agreed to participate in
18 mediation with Mark Lemke, a well-regarded and experienced mediator of wage and hour and
19 PAGA actions.

20 8. On April 15, 2025, the Parties participated in mediation with Mr. Lemke. At the conclusion
21 of mediation, Mr. Lemke sent the Parties a mediator's proposal. On May 16, 2025, the Parties
22 agreed to Mr. Lemke's mediator's proposal, which was subsequently was memorialized in a long
23 form settlement agreement. Defendants deny all claims, deny that Plaintiff is entitled to any
24 recovery, and assert multiple affirmative defenses in response to Plaintiff's claims. Nonetheless,
25 having resolved the matter, the Parties hereby submit this PAGA Settlement Agreement
26 ("Settlement" or "Settlement Agreement") to the Court for its approval. A true and correct copy of
27 the PAGA Settlement Agreement is attached hereto as Exhibit C.

1 9. At the same time of submission to the Court, my office submitted a copy of the Settlement
2 Agreement and this Motion to the LWDA website in accordance with Lab. Code § 2699(1)(2). See
3 Exhibit D.

4 10. By way of this settlement, Plaintiff seeks to fully and finally resolve alleged violations on
5 on a representative capacity on behalf of the State of California and all other Aggrieved Employees
6 as defined in the Settlement Agreement. This Settlement, if approved, will resolve the Action in its
7 entirety. See Exhibit C.

8 **C. Investigation and Settlement Discussions**

9 11. Between January 2025 and April 2025, Plaintiff's Counsel conducted a thorough
10 investigation into the claims and defenses of each party. Plaintiff expended considerable time and
11 effort advocating on behalf of herself and the alleged PAGA Aggrieved Employees. Plaintiff
12 contacted previous coworkers and asked individuals to serve as a witness for her and corroborate
13 her claims, she provided all documents and evidence in her possession which included
14 communications from Defendants during her employment regarding pay and policies. Some
15 witnesses corroborated the claims alleged in the complaint but were unwilling to sign declarations.

16 12. In anticipation of mediation, the Parties met and conferred over an agreeable mediator, the
17 data that would be exchanged, and the appropriate sample size. Defendants produced 100% of the
18 Aggrieved Employee Data, which included 1) daily time records, 2) corresponding pay records, 3)
19 Plaintiff's daily time records, 4) Plaintiff's payroll records, 5) Plaintiff's personnel file, and 6)
20 aggrieved employee demographic information. Plaintiff further provided the contact information
21 for several former employees that Plaintiff's Counsel interviewed.

22 13. Plaintiff's Counsel then retained the statisticians and economists at Employment Research
23 Corporation ("ERC") to evaluate the Aggrieved Employee payroll and time data. ERC provides
24 data analysis and damages modeling consulting services, specializing in PAGA and wage and hour
25 class actions. ERC's team of financial and data analysts are credentialed and experienced experts
26 in their fields and have provided their expertise on thousands of cases.

27 14. ERC analyzed Defendants' time and payroll data to assist in the development of various
28 damages models. After Plaintiff's damage expert analyzed Defendant's data, ERC concluded

1 Defendants failed to provide a timely meal period in 41.7% of pay periods if Defendants did not
2 maintain meal waivers for the Aggrieved Employees, and in 31.4% of pay periods to employees
3 who worked in excess of six hours. ERC's model calculated the civil penalties based on Plaintiff's
4 allegations including for failure to reimburse personal cell phone use, off the clock work for donning
5 and doffing time, and corresponding claims such as failure to pay all wages when due, upon
6 termination, failure to provide accurate itemized wage statements and waiting time penalties. ERC's
7 model additionally determined the civil penalties for failure to reimburse, failure to provide meal
8 periods, failure to provide rest periods, waiting time penalties, and inaccurate itemized wage
9 statements.

10 15. Defendants maintained written policies regarding meal and rest periods that are consistent
11 with the law. Defendants' employee handbook encourages employees to notify management if they
12 are in any way discouraged or impeded from taking their breaks. Moreover, at mediation Defendants
13 presented an analysis by their own statisticians and economists of the same data that concluded the
14 data showed far fewer PAGA violations.

15 16. Overall, Plaintiff's Counsel thoroughly investigated the claims at issue, including: (1)
16 determining Plaintiff's suitability as a representative through interviews, background
17 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential
18 claims; (3) researching similar wage and hour PAGA actions as to the claims brought, the nature of
19 the positions, and the type of employer; (4) analyzing the Aggrieved Employees' time and payroll
20 records; (5) analyzing Defendants' labor policies and practices; (6) researching settlements in
21 similar cases as well as outstanding issues which could affect PAGA approval; (7) evaluating
22 Plaintiff's claims and estimating Defendants' liability for purposes of settlement; (8) drafting the
23 mediation brief; and (9) participating in the mediation. This investigation allowed Plaintiff's
24 Counsel to fully assess the nature and magnitude of the claims being settled, as well as the
25 impediments to recovery, such as to make an independent assessment of the reasonableness of the
26 terms to which the Parties have agreed.

1 17. The Parties Settlement Agreement is the final product of Mediator Mark Lemke's
2 mediator's proposal. Objectively, the Settlement terms are fair, adequate and represent a reasonable
3 compromise of the claims at issue.

4 18. The Parties represent that they are not aware of any other pending matter or action asserting
5 claims that will be extinguished or affected by the Settlement.

6 **D. The Court Should Approve the Settlement Because the Settlement is Fair, Adequate,**
7 **and Reasonable**

8 19. This settlement is a compromise by both parties and reached after a non-collusive, arms-
9 length negotiation led by the experienced and highly regarded Mr. Mark Lemke, who managed the
10 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
11 The Settlement is a result of a mediator's proposal and reflects a reasonable assessment of the risks
12 for each, as well as the recognition that continued litigation will cause extensive and costly
13 discovery for all parties and further litigation would cause inconvenience, distraction, disruption,
14 delay and expense disproportionate to the potential benefits of litigation.

15 20. Counsel in this action is of opinion that Settlement for the consideration and on the terms
16 set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of
17 Plaintiff and other Aggrieved Employees in light of all known facts and circumstances including
18 reasonably considering the nature and magnitude of the claims being settled, and the role of judicial
19 discretion, and the various potential impediments to recovery.

20 21. Plaintiff conducted a thorough investigation into the facts of the Action, including by
21 informal discovery exchange which requested information from Defendants in order to evaluate the
22 potential damages and for respective counsel to engage in meaningful mediation with the assistance
23 of Mr. Mark Lemke. In addition to informal discovery, document review, interviewing multiple
24 Aggrieved Employees, data analysis and legal research into similar cases. Although no two cases
25 are identical, this research provided Plaintiff's Counsel with a marker to inform settlement
26 discussions and, ultimately, to measure this settlement against. The investigation allowed Plaintiff's
27 Counsel to realistically assess the value of Plaintiff's claims and intelligently engage defense
28 counsel in settlement discussions that culminated in the proposed settlement now before the Court.

1 22. Both Parties' counsel has experience in employment litigation, specifically PAGA litigation,
2 and conducted an extensive investigation of the factual allegations involved in this case. Each side
3 has apprised the other, informally of their respective factual contentions, legal theories and
4 defenses, resulting in extensive arms-length negotiations taking place among the Parties.

5 23. Approval of the Parties' Settlement Agreement is warranted because counsel for all Parties
6 agree that the amount allocated for civil penalties under PAGA, currently estimated to be at least
7 Fifty-Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$52,250.00), is fair and
8 reasonable considering Defendants' compliant employment policies and practices PAGA period,
9 the settlement was negotiated as part of an informed, non-collusive, arms-length negotiation
10 following mediation with Mark Lemke, the uniqueness of Plaintiff's injuries which may have
11 undermined her individual and representative claim, the ability for alleged "aggrieved employees"
12 to bring their own claims for non-PAGA claims, the consideration of 109 aggrieved employees, and
13 1,954 total pay periods impacted by the Settlement, and Plaintiff's counsel risk of obtaining full
14 recovery of claimed PAGA penalties in light of Defendants' disclosures. This amount is large
15 enough to punish Defendants for alleged previous violations and to deter such alleged conduct in
16 the future and still allows Aggrieved Employees to seek recovery of any individual claims they may
17 have.

18 24. Continuing to litigate this action would require continued and extensive resources coupled
19 with significant Court time to proceed through trial and post-trial motions; which can often take
20 years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
21 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful
22 at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects
23 that Defendant would appeal any favorable judgment. As demonstrated by *Magadia*, 999 F.3d 668,
24 the risk of an appeal and subsequent reversal is real.

25 **E. The Court Should Approve the Negotiated Counsel Award of Attorneys Fees**

26 25. Plaintiff's Counsel took this matter on a contingency fee basis and invested significant time
27 and expense successfully prosecuting Plaintiff's individual and representative claims. Considering
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1 the positive outcome for the Aggrieved Employees, and in light of the supporting authority, the
2 proposed Attorneys' Fees and Expenses are fair and reasonable.

3 26. As part of the Settlement Agreement, the Parties agreed to an award of attorneys' fees equal
4 to 35% of the Gross Settlement Amount, which equals Forty Thousand Two Hundred Fifty Dollars
5 and Zero Cents (\$40,250.00). Defendants additionally agreed to PAGA Counsel Litigation
6 Expenses Payment of not more than Seventeen Thousand Five Hundred Dollars and Zero Cents
7 (\$17,500.00). See Exhibit C ¶ 3.2.1.

8 27. In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
9 significant contingent risk such as this one. Our legal system places unique reliance on private
10 litigants to enforce substantive provisions of employment law through PAGA actions. Therefore,
11 attorneys providing these substantial benefits should be paid an award equal to the amount
12 negotiated in private bargaining that takes place in the legal marketplace.

13 28. There is a substantial difference between the risk assumed by attorneys being paid by the
14 hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
15 to the bank with his fee while the attorney working on a contingent basis can only log hours while
16 working without pay towards a result that will hopefully entitle him to a marketplace contingent fee
17 taking into account the risk and other factors of the undertaking. Otherwise, the contingent fee
18 attorney receives nothing. In this case, PAGA Counsel subjected themselves to this contingent fee
19 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
20 private enforcement makes the requested award appropriate. The contingent fee practices of PAGA
21 Counsel do not accommodate the investment of unnecessary time in a case. This case was litigated
22 on a contingent basis with all of the concomitant risk factors inherent in such an uncertain
23 undertaking.

24 29. A number of difficult issues, the adverse resolution of any one of which could have doomed
25 the successful prosecution of the action, were present here. Attorneys' fees in this case were not
26 only contingent but risky, with a very real chance that PAGA Counsel would receive nothing at all
27 for their efforts, having devoted time and advanced costs. PAGA Counsel has previously invested
28 in cases which resulted in no recovery.

30. At the time this case was brought, the result was far from certain. Defendants’ practice at issue here had been in place for years. A number of defenses asserted by Defendants presented serious threats to Plaintiff’s claims and Plaintiff’s ability to stand as a PAGA representative and created difficulties with complex legal issues for PAGA Counsel to overcome. Defendants asserted that the employment practices complied with all applicable Labor Laws. The vast majority of the damages alleged to have been suffered by the Aggrieved Employees and Plaintiff are attributed to missed meal and rest breaks. Before and during the mediation, Defendant aggressively argued that Defendant’s policies and culture afforded the Aggrieved Employees an opportunity to take timely meal and rest breaks, and that employees like the Plaintiff chose not to take compliant breaks. Because Plaintiff’s claims were largely based on the missed breaks, and because Defendant’s policies were, on their face, largely compliant, this presented a very real concern for Plaintiff and the Aggrieved Employees. Defendants showed that meal periods that were not compliant, it’s usually because an employee clocked out a few minutes after the beginning of their fifth hour of work or they clocked in a few minutes shy of thirty minutes. Defendants argued the caselaw under PAGA grants the Court discretion to reduce or forego penalties for such “technical” violations. Finally, the typical ebb and flow of business in adult nightclubs means employees generally have slow periods during which they take breaks to play on their phones, go out for a smoke, or both, over the course of the shift – which Defendants said they would provide witnesses to corroborate. If successful, this defense could eliminate or substantially reduce any recovery to the Aggrieved Employees. While Plaintiff believes that this defense, and others, could be overcome, Defendant maintain these defenses have merit and therefore present a serious risk to recovery. Plaintiff’s second large claim argued that Defendant failed to pay its employees overtime as a result of off-the-clock work for donning and doffing time. However, Defendants’ time records showed average hours worked was 6.08 hours per shift and the median hours worked was 6.63 hours per shift. As a result, Defendants’ evidence demonstrated that, when Plaintiff and other Aggrieved Employees occasionally worked overtime, it was recorded on their timesheets and all employees were fully compensated for the overtime hours they worked. Defendant identified employees willing to

1 uniformly testify that bartenders and servers were never required to work off the clock. Defendant
2 argued that the individual experience of each employee varied with respect to the alleged claims.

3 31. The Settlement was possible only because PAGA Counsel was able to persuade Defendants
4 that there was an appreciable risk that PAGA Counsel would prevail on the factual and legal issues
5 underlying liability, demonstrate Plaintiff's injuries to collect on behalf of the Aggrieved
6 Employees and the LWDA, and overcome difficulties in proof as to monetary relief. In successfully
7 navigating these hurdles so as to convince Defendants to settle, PAGA Counsel displayed skills
8 consistent with those that might be expected of attorneys of comparable employment and PAGA
9 experience.

10 32. PAGA Counsel was required to advance all costs in this litigation. The financial burdens
11 undertaken by PAGA Counsel in prosecution this action on behalf of the LWDA and Aggrieved
12 Employees were very substantial. To date, PAGA Counsel has advanced more than \$16,521.54 in
13 costs which could not have been recovered if this case had been lost. These litigation expenses
14 include the expenses reasonably incurred for filing fees, mediation fees, expert fees, postage, and
15 litigation support vendors, all of which are costs normally billed to and paid by the client. See
16 Exhibit E.

17 33. Plaintiff and PAGA Counsel undertook the risk of liability for Defendants' costs had this
18 case not succeeded, as well as other potential negative financial ramifications from having come
19 forward to sue Defendants on behalf of the Aggrieved Employees. Accordingly, the contingent
20 nature of the fee and financial burdens on PAGA Counsel support the requested award.

21 34. In this case, the reasonableness of the requested attorneys' fee of 35% of the Gross
22 Settlement Amount equaling \$40,250.00 is established by reference to PAGA Counsel's lodestar in
23 this matter. The contemporaneous billing records for PAGA Counsel evidence that as of the date of
24 this filing, Plaintiff's counsel incurred a total of \$38,972.70 in attorneys' fees with 105.32 hours
25 reasonably worked on this matter, with additional fees and costs still to be incurred. The requested
26 fee award is therefore close to PAGA Counsel's overall lodestar. As a result, this Court should
27 appropriately conclude that an award which compares favorably to PAGA Counsel's overall
28 lodestar is fair and reasonable and is justified under California law.

1 35. Plaintiff and the Aggrieved Employees are represented by competent and experienced
2 counsel to pursue their claims. I established Emran Law Firm ("Firm"), in September 2020. The
3 Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout
4 California in wage and hour individual actions, PAGA Actions and complex litigation matters. The
5 Firm currently consists of myself and my associate attorney, Kaitlin Martinez.

6 36. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
7 Employees. I have extensive experience with wage and hour individual and representative litigation
8 like this matter, and employment matters in general. I can, will and have adequately represented the
9 interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this
10 action.

11 37. I reviewed my firm's hours and entries in this matter and believe the charges are reasonable
12 and were reasonably necessary to the conduct of the case. From approximately April 2024 and June
13 2025, my firm has worked more than 105.32 hours prosecuting these claims with my hourly rate at
14 \$550 and Associate rates at \$450 per hour. I expect our firm to incur additional time and costs
15 including attending the hearing for this Motion, coordinating administration, finalizing the orders
16 and judgment, monitoring completion of the settlement process, and any subsequent compliance
17 hearings. I expect this additional work to result in at least \$5,000 to \$10,000 in additional lodestar,
18 bringing the multiplier even lower. The rates charged by my firm are in line with the prevailing
19 rates of attorneys in the local legal community for similar work and, if this were a commercial
20 matter, these are the charges that would be made and presented to the client. These hourly rates
21 have been approved by Court's throughout California, including those in the Superior Court of
22 California. A detailed breakdown of the total fees and services performed by the firm on this case
23 is attached hereto as Exhibit E.

24 38. I have been practicing law in California since 2019. I founded Emran Law Firm in 2020 and
25 have focused in the areas of business and labor employment law. Our law firm is headquartered
26 with an office in San Francisco. Our firm represents employees across the state of California. My
27 hourly rate is \$550. I supervised other members of Emran Law who also worked on this case:
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- 1 a. Kaitlin Martinez is an attorney licensed by the State of California (SBN 348006)
2 who graduated from Golden Gate University Law School with Honors. She has been
3 a member of Emran Law since January 2023 focusing on employment law and
4 wage/hour issues. Her hourly rate is \$450.
- 5 b. Post Bars: our post bar law clerk was with our firm after his graduation from UC
6 Law San Francisco (Formerly UC Hastings) until May 2025. His hourly rate was
7 \$250.00.
- 8 c. Litzy Ortiz is our law firm's paralegal. She has been a member of Emran Law since
9 June 2024, and her hourly rate is \$185.00.
- 10 d. Bobby Hardrick is our firm's Legal Operations Manager. she has been a member of
11 Emran Law since December 2023, and her hourly rate Is 185.00.

12 39. PAGA Counsel have extensively litigated similar labor law cases against other employers
13 on behalf of aggrieved employees. Our Firm's attorneys and their supporting staff must be
14 extremely familiar and knowledgeable with wage and hour laws, litigation practices, case law,
15 policy, statutory construction, employer practices, employee needs, employee working conditions,
16 and more. With our learned knowledge, we must strategize which cases to settle pre-litigation or
17 post-litigation, which to mediate, and which cases to take to trial. It is this level of experience which
18 enabled the firms to undertake the instant matter and to successfully combat the resources of the
19 defendant and their capable and experienced counsel. Our Firm strongly believes in the vigorous
20 prosecution of our cases, including this case, for the best interest of our clients, and any aggrieved
21 employees.

22 40. The requested fee award, agreed to by the parties as part of the Settlement, should be
23 approved. The requested fee award was bargained for during arms' length adversarial bargaining
24 by counsel for each of the parties as part of the Settlement.

25 41. This matter was undertaken by our Firm purely as a contingency fee case. In other words,
26 our Firm will not receive any compensation unless there is a cash recovery. Plaintiffs are not asked
27 or required to pay Emran Law any money unless there is a recovery on their behalf.

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

Date: June 25, 2025

Harris Emran
Harris Emran, Esq.
Attorney for Plaintiff

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EXHIBIT A



Emran Law Firm

415 Mission Street, 37th Floor
San Francisco, CA 94105

May 8, 2024

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

**GOLD CLUB – S.F LLC
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

**SFBSC MANAGEMENT, LLC
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

**BT CALIFORNIA, LLC
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

**DEJA VU – SAN FRANCISCO, LLC
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

**DEJA VU SHOWGIRLS – SACRAMENTO, LLC
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

**DEJA VU SERVICES, INC.
ATTN: AMANDA GARCIA**

-1-

www.emranlaw.com

San Francisco



info@emranlaw.com

Los Angeles

**330 N BRAND BLVD
GLENDALE, CA 91203**

**DEJA VU, INC.
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

**S.A.W. ENTERTAINMENT LIMITED
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

**GARDEN OF EDEN, LLC
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

**BIJOU – CENTURY, LLC
ATTN: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203**

Sent via Certified Mail and Return Receipt

Re: Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204, 210, 215, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 351, 353, 510, 512, 515, 558, 1194, 1194(a), 1194.2, 1197.1, 1198, 1199, 2802, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

To Whom It May Concern:

Our office represents Plaintiff Jessica Chapdelaine (“Ms. Chapdelaine” or “Plaintiff”) and other aggrieved employees in a proposed lawsuit against GOLD CLUB - S.F. LLC, a Nevada limited liability company; SFBSC Management, LLC, a Nevada limited liability company, BT California, LLC, a Nevada limited liability company, Deja Vu – San Francisco, LLC, a Nevada limited liability company, Deja Vu Showgirls – Sacramento, LLC, a Nevada limited liability company, Deja Vu Services, Inc, a Michigan corporation, Deja Vu, Inc., a California corporation, S.A.W. Entertainment Limited, a California corporation, Garden Of Eden, LLC, a Nevada limited liability company, Bijou – Century, LLC, a Nevada limited liability company, and DOES 1-25



(collectively “Defendants”). Defendants employed Plaintiff in California between approximately August 2023 to April 2024 as a non-exempt server and bartender paid an hourly rate and entitled to payment of all wages and tips as well as the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all missed meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages and did not fully reimburse employees for business expenses.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to him, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 202, 203, 204, 210, 215, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 351, 353, 510, 512, 515, 558, 1194, 1194(a), 1194.2, 1197.1, 1198, 1199, 2802, and violates the applicable Industrial Welfare Commission Wage Order(s) and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendants as a bartender and/or server in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice, including any amendments to named representatives. Consequently, Defendants are on



notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. Plaintiff additionally reserves the right to name additional representatives throughout the State of California as such individuals become known.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

EMRAN LAW FIRM

Harris Emran

Harris Emran, Esq.

Enclosure (1)



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EXHIBIT B

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
415 Mission Street, 37th Floor
San Francisco, California 94105
Office: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
JESSICA CHAPDELAINE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

09/23/2024
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CGC-24-618349

JESSICA CHAPDELAINE, an individual, and in
her representative capacity on behalf of herself,
the State of California, and other aggrieved
employees,

Plaintiff,

vs.

GOLD CLUB - S.F. LLC, a Nevada limited
liability company, S.A.W. ENTERTAINMENT
LIMITED, a California corporation, and DOES 1-
25,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF JESSICA CHAPDELAINE ("PLAINTIFF") an individual, and in her representative capacity on behalf of herself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES, defined below, against Defendant GOLD CLUB - S.F. LLC, a Nevada limited liability company, Defendant S.A.W. ENTERTAINMENT LIMITED, a California corporation, and DOES 1-25 ("Defendant DOES") (collectively "DEFENDANTS"), alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

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I. INTRODUCTION

1. PLAINTIFF brings this action individually and as a representative action on behalf of herself and the State of California and pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. Plaintiff seeks recovery of her individual damages in addition to all civil penalties permitted pursuant to California Labor Code § 2699, *et seq.*

3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

4. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Failure to provide rest periods;
- b. Failure to provide meal periods;
- c. Failure to pay all minimum wages;
- d. Failure to pay all overtime wages;
- e. Failure to pay reimburse business expenses;
- f. Improper tip pooling;
- g. Failure to timely pay wages due during, and upon termination of employment;
- h. Failure to provide accurate itemized wage statements.

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

II. PARTIES

6. PLAINTIFF JESSICA CHAPDELAINE (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in San Francisco County.

1 7. Defendant, GOLD CLUB - S.F., LLC, (“DEFENDANT GOLD CLUB”) a Nevada
2 limited liability company, registered with the California Secretary of State as file No.
3 200325610001, that at all relevant times mentioned herein conducted and continues to conduct
4 substantial and regular business throughout California. Defendant Gold Club – S.F. LLC operates
5 Gold Club located at 650 Howard Street in San Francisco, California.

6 8. Defendant S.A.W. ENTERTAINMENT LIMITED, a California corporation,
7 registered with the California Secretary of State as file No. 1122049, that at all relevant times
8 mentioned herein conducted and continues to conduct substantial and regular business throughout
9 California. Under information and belief, Defendant S.A.W. ENTERTAINMENT LIMITED
10 operates Condor Gentlemen’s Club located at 560 Broadway Street in San Francisco, California,
11 and Larry Flynt’s Hustler Club located at 1031 Kearney Street in San Francisco, California.

12 9. Defendant DOES 1-25 (“Defendant DOES”) are persons and/or entities that at all
13 relevant times mentioned herein conducted and continue to conduct substantial and regular business
14 throughout California.

15 10. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
16 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
17 associate or otherwise of DEFENDANT DOES 1 through 25, inclusive, are presently unknown to
18 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Federal
19 Rule 15(c)(1). PLAINTIFF will seek leave to amend this Complaint to allege the true names and
20 capacities of DOES 1 through 25, inclusive, when they are ascertained. PLAINTIFF is informed
21 and believes, and based upon that information and belief alleges, that the DEFENDANTS named in
22 this Complaint, including DOES 1 through 25, inclusive (hereinafter collectively
23 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
24 that proximately caused the injuries and damages hereinafter alleged.

25 11. DEFENDANTS own, operate, and/or manage an adult entertainment business
26 throughout the United States including California.

27 12. DEFENDANTS employed PLAINTIFF between approximately August 2023, and
28 February 2024, at DEFENDANT Gold Club - S.F. LLC as a Bartender/Server paid on an hourly

1 basis and entitled to tips. DEFENDANTS employed PLAINTIFF between approximately April
2 2024, and May 2024, at DEFENDANT S.A.W. ENTERTAINMENT LIMITED's Hustlers club as
3 a dancer paid on an hourly basis and entitled to tips.

4 **III. PRIVATE ATTORNEYS GENERAL ACT AND DEFENDANTS' LIABILITY**

5 13. PLAINTIFF brings the representative action on behalf of the State of California and
6 on behalf of all hourly non-exempt individuals who are or previously were employed by
7 DEFENDANTS as a bartender and/or server in California who suffered one or more Labor Code
8 violations suffered by PLAINTIFF and enumerated in Labor Code §§ 2698 *et seq.* (hereinafter
9 "AGGRIEVED EMPLOYEES") and who worked for DEFENDANTS between May 8, 2023, and
10 the present ("PAGA PERIOD").

11 14. PLAINTIFF is an "AGGRIEVED EMPLOYEE" within the meaning of Labor Code
12 § 2699(c) because she was employed by DEFENDANTS and suffered each of the alleged Labor Code
13 violations committed by DEFENDANTS.

14 15. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
15 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
16 and the applicable Industrial Welfare Commission Wage Order.

17 16. The Private Attorney General Act ("PAGA") permits an aggrieved employee to
18 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
19 2699(a).)

20 17. Section 558 of the California Labor Code provides that "any employer *or other*
21 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
22 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
23 Commissions shall be subject to a civil penalty..." (*Lab. Code* § 558(a).)

24 18. Section 558.1 of the California Labor Code provides that "any employer *or other*
25 *person acting* on behalf of an employer, who violates, *or causes to be violated*, any provision
26 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
27 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802,
28 may be held liable as the employer for such violation." (*Lab. Code* § 558.1(a).) Section 558.1(b)

1 identifies the “other person acting on behalf of an employer” includes “owner, director, officer, or
2 managing agent” of the employer. (*Lab. Code* § 558.1(b).)

3 19. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
4 acting either individually or as an officer, agent, or employee of another person, who pays or causes
5 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
6 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

7 20. Interpreting these Sections of the Labor Code, California courts have held that a
8 corporate employer’s owners, officers and directors, are subject to civil penalties for the employer’s
9 failure to pay appropriate wages to its employees, and, since liability under either 558, 558.1 or
10 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
11 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
12 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
13 Cal.App.4th 1112, 1145-1146.

14 21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
15 each of them, are subject to civil penalties and liability for their failure to pay PLAINTIFF and other
16 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
17 caused the complaints, injuries, and damages alleged herein.

18 22. DEFENDANTS have been personally involved in the purported violations and/or
19 had sufficient participation in the employer, such that each DEFENDANT may be deemed to have
20 contributed to, and “caused” the labor code violations alleged.

21 23. At all relevant times, each DEFENDANT, whether named or fictitious, was the
22 agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating
23 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
24 ratified the acts of the other.

25 24. Each DEFENDANT, whether named or fictitious, exercised control over
26 PLAINTIFF’S and other AGGRIEVED EMPLOYEES’ wages, working hours, and/or working
27 conditions.
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25. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

IV. JURISDICTION AND VENUE

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

27. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF.

V. FACTUAL ALLEGATIONS

A. Rest Period Violations

28. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of the nature and constraints of their job duties, commentary from DEFENDANTS' managers, and DEFENDANTS' policies and practices.

29. Further, for the same reasons 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, these same employees were denied 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, denied 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.

30. For instance, DEFENDANTS as company policy and practice, prohibited PLAINTIFF and other AGGRIEVED EMPLOYEES from taking any rest periods during their shifts.

31. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES

1 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

2 32. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
3 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
4 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
5 employee's regular rate of compensation for each workday the rest period is not provided. During
6 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
7 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
8 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
9 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
10 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
11 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

12 B. Meal Period Violations

13 33. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
14 work during the meal break during what was supposed to be PLAINTIFF'S and other AGGRIEVED
15 EMPLOYEES' off-duty meal break due to the nature and constraints of their job duties, commentary
16 from DEFENDANTS' managers and supervisors, DEFENDANTS' understaffing, and
17 DEFENDANTS' policies and practices.

18 34. For instance, DEFENDANTS maintain a company practice to require PLAINTIFF
19 and other AGGRIEVED EMPLOYEES to forfeit meal periods if these employees were unable to
20 take their meal periods before 11:00 P.M. In these instances, PLAINTIFFS and other AGGRIEVED
21 EMPLOYEES were required to forfeit their meal periods. When DEFENDANTS allow
22 PLAINTIFF and other AGGRIEVED EMPLOYEES to take their meal period, DEFENDANTS
23 maintain a practice to require these employees to take the meal period within the first hour of work.

24 35. On other occasions, DEFENDANTS have a practice of scheduling PLAINTIFF and
25 other AGGRIEVED EMPLOYEES to serve multiple areas and do not schedule another employee
26 to have a shift or part of their shift overlap. In these instances, there is no employee available to
27 relieve PLAINTIFF and other AGGRIEVED EMPLOYEES to take a meal period.

28 36. When PLAINTIFF and other AGGRIEVED EMPLOYEES were able to take meal

1 periods, DEFENDANTS' managers often require these employees to return to work before the end
2 of the 30-minute period because there was an influx of customers.

3 37. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
4 required to provide meal periods of not less than thirty (30) minutes to PLAINTIFF and other
5 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
6 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
7 employee's regular rate of compensation. DEFENDANTS required PLAINTIFF and other
8 AGGRIEVED EMPLOYEES to work during the meal break during what was supposed to be off-
9 duty meal break and/or forfeit their meal break. As a result, PLAINTIFF and other AGGRIEVED
10 EMPLOYEES forfeited their meal premiums without compensation at the applicable wage and
11 rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay PLAINTIFF
12 and other AGGRIEVED EMPLOYEES meal periods.

13 38. As a result of work requirements and DEFENDANTS' inadequate staffing practices,
14 PLAINTIFF and other AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty
15 meal breaks and were not fully relieved of duty for their meal period. PLAINTIFF and other
16 AGGRIEVED EMPLOYEES were required to perform work as ordered by DEFENDANTS for
17 more than five (5) hours during some shifts without receiving a meal break. The nature of the work
18 performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not qualify for limited and
19 narrowly construed "on-duty" meal period exception. PLAINTIFF and other AGGRIEVED
20 EMPLOYEES therefore forfeited meal breaks without additional compensation and in accordance
21 with DEFENDANTS' policies and practices.

22 C. Untimely Payment of Wages and Tips

23 39. Pursuant to California Labor Code section 204, PLAINTIFF and other
24 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
25 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of
26 all wages, including, but not limited to, regular and overtime wages, meal period premium wages,
27 and rest period premium wages within permissible time period and on days designated in advance
28 by the employer as regular paydays.

1 40. To the extent minimum wage compensation is determined to be owed to Plaintiff and
2 other AGGRIEVED EMPLOYEES whose employment has terminated, DEFENDANTS' conduct
3 also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to
4 waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of
5 these individuals.

6 D. Unreimbursed Business Expenses

7 41. DEFENDANTS required and directed PLAINTIFF and other AGGRIEVED
8 EMPLOYEES to use their personal cell phones to communicate with other employees and discuss
9 job-related duties such as closing tabs or tracking tables.

10 42. DEFENDANTS did not provide PLAINTIFF and other AGGRIEVED
11 EMPLOYEES with a designated work phone. PLAINTIFF and other AGGRIEVED EMPLOYEES
12 were neither compensated for the cost of the cellular phone nor the cost of the cellular phone plan.

13 43. DEFENDANTS failed to reimbursed PLAINTIFF and other AGGRIEVED
14 EMPLOYEES for use of their personal cell phone.

15 E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Wage Violations

16 44. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
17 perform work for DEFENDANTS and did not compensate PLAINTIFF and other AGGRIEVED
18 EMPLOYEES for all time worked.

19 45. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
20 wear mandatory uniforms during their shifts. DEFENDANTS required PLAINTIFF and other
21 AGGRIEVED EMPLOYEES to arrive at least fifteen (15) minutes prior to the start of their
22 scheduled shift in order to change into the uniform provided by DEFENDANTS but did not allow
23 these employees to clock in until after they changed into DEFENDANTS' uniform. In fact,
24 DEFENDANTS verbally reprimanded PLAINTIFF and other AGGRIEVED EMPLOYEES when
25 these individuals did not arrive to work at least 15 minutes before the start of their shift.

26 46. DEFENDANTS maintained this practice when PLAINTIFF and other
27 AGGRIEVED EMPLOYEES were able to take their meal periods. In instances in which
28 PLAINTIFF and other AGGRIEVED EMPLOYEES took meal periods, DEFENDANTS required

1 PLAINTIFF and other AGGRIEVED EMPLOYEES to clock out for the meal period, then change
2 out of the work uniform and similarly, required these employees to change back into their uniforms
3 before clocking back in after their meal period.

4 47. DEFENDANTS additionally required PLAINTIFF and other AGGRIEVED
5 EMPLOYEES to clock out for the end of their shift before they changed out of the work uniform.

6 48. PLAINTIFF and other AGGRIEVED EMPLOYEES spent at approximately 15
7 minutes before each single shift to change into and out of DEFENDANTS' uniform and spent an
8 additional 15 minutes after each shift to change out of the DEFENDANTS' uniform.

9 49. Despite PLAINTIFF and other AGGRIEVED EMPLOYEES being under
10 DEFENDANTS' control during this time, DEFENDANTS failed to compensate PLAINTIFF and
11 other AGGRIEVED EMPLOYEES for this time.

12 F. Improper Tip Pooling

13 50. During the PAGA period and PLAINTIFFS' employment, pursuant to
14 DEFENDANTS' company policies and practices, PLAINTIFFS and other AGGRIEVED
15 EMPLOYEES were forced to forfeit gratuities left for them by customers to DEFENDANTS'
16 managers who provided no service to the customers that resulted in the gratuity.

17 51. DEFENDANTS did not remit the total proceeds of these gratuities to the non-
18 managerial employees who serve the beverages. Instead, DEFENDANTS have a policy and
19 practice of using a portion of these gratuities to pay managers or other non-service employees. As
20 a result, PLAINTIFFS and other AGGRIEVED EMPLOYEES have not received the total
21 proceeds of the gratuities, to which they are entitled to under California law.

22 52. DEFENDANTS additionally have a practice of requiring PLAINTIFF and other
23 AGGRIEVED EMPLOYEES to claim tip amounts that are then remitted to other employees.

24 53. DEFENDANTS are generally in the business of owning and operating adult
25 entertainment and during PLAINTIFF'S employment, PLAINTIFF and other AGGRIEVED
26 EMPLOYEES were in the "chain of service" and earned gratuities based on their service for
27 customers. However, PLAINTIFFS and other AGGRIEVED EMPLOYEES were forced to forfeit
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1 portions of their gratuities, which said gratuities were kept by DEFENDANTS' employees who
2 were not in the chain of service as well as managers from which the gratuity resulted.

3 54. California Labor Code § 351 establishes the requirements for an employer
4 regarding the payment of gratuities. Specifically, gratuities are the sole property of the employees.
5 California Labor Code § 351 expressly prohibits employers and their agents from collecting,
6 taking, or receiving any portion of a gratuity. California Labor Code § 350(e) defines the term
7 "gratuity" as including any money that has been paid or given or left for an employee by a patron
8 of a business over and above the actual amount due the business for services rendered or for
9 goods, food, drink, or articles sold or served to such patron. Labor Code § 353 requires employers
10 to keep accurate records of all gratuities they receive, directly or indirectly.

11 55. Although tip pooling is not expressly prohibited by the Labor Code, employees
12 who mandate tip pooling must only distribute pooled tips to employees in the "chain of service."
13 By distributing tips to employees who were not in the "chain of service," DEFENDANTS have
14 violated and continue to violate the legal requirements for handling pooled tips.

15 G. Inaccurate Itemized Wage Statements

16 56. California Labor Code Section 226 requires an employer to furnish its employees an
17 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
18 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
20 employee and only the last four digits of the employee's social security number or an employee
21 identification number other than a social security number, (8) the name and address of the legal
22 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee

24 57. During PLAINTIFF'S employment and during the PAGA period, when PLAINTIFF
25 and other AGGRIEVED EMPLOYEES were not paid for all hours worked DEFENDANTS failed
26 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
27 statements. DEFENDANTS' paystubs failed to show, among other things, the total hours worked
28 and all applicable hourly rates in effect during the pay period and the corresponding amount of time

1 worked at each hourly rate.

2 58. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
3 and provide wage statements that comply with Cal. Lab. Code § 226.

4 59. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
5 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
6 from the wage statement alone the applicable hourly rate and the corresponding number of hours
7 worked at the applicable hourly rate for this remuneration.

8 60. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
9 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
10 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
11 due to clerical or inadvertent mistake.

12 H. Defendant's Failure to Prevent Sexual Harassment, Hostile Work Environment, and
13 Retaliatory Termination of PLAINTIFF

14 61. DEFENDANT GOLD CLUB'S Assistant General Manager (the "AGM") utilized
15 his position with DEFENDANT GOLD CLUB to sexually harass PLAINTIFF and create a hostile
16 work environment. DEFENDANT GOLD CLUB's AGM habitually verbally and physically
17 sexually harassed PLAINTIFF during the entirety of PLAINTIFF'S employment.

18 62. DEFENDANT'S AGM regularly slapped PLAINTIFF'S buttock during her shifts.
19 As a result of DEFENDANT GOLD CLUB'S uniform, DEFENDANT'S AGM slapped
20 PLAINTIFF'S bare buttock cheek.

21 63. DEFENDANT GOLD CLUB'S AGM stopped PLAINTIFF when she walked past
22 him in the stairway and would ask PLAINTIFF to have sexual intercourse with him and tell
23 PLAINTIFF there are no cameras in this area. On other occasions, he would ask her to perform oral
24 sex.

25 64. DEFENDANT GOLD CLUB'S AGM asked PLAINTIFF for sexual intercourse or
26 oral sex nearly every shift. In fact, PLAINTIFF had to mentally prepare herself to deal with the
27 AGM's comments and behavior as a result of the AGM normalizing this behavior and creating a
28 work environment where this was normal and expected.

1 65. During some of PLAINTIFF'S shifts, DEFENDANT'S AGM sprayed her vaginal
2 area with his cologne.

3 66. Despite PLAINTIFF's rejection and objections to the AGM's comments and
4 behavior, DEFENDANT GOLD CLUB'S AGM's behavior did not cease or relent.

5 67. There were some instances when PLAINTIFF texted the AGM asking questions
6 about work during her night shifts, and he pivoted the conversation asking PLAINTIFF if he should
7 come over to her house after her shift.

8 68. DEFENDANT'S AGM'S behavior even continued on PLAINTIFF'S scheduled
9 days off. For instance, DEFENDANT's AGM followed PLAINTIFF on her personal social media
10 account on Instagram and messaged her inappropriate pictures, videos, comments, and requests.

11 69. DEFENDANT'S AGM sent PLAINTIFF photos and videos of himself engaged in
12 sexual intercourse with other women or videos of him masturbating. On one occasion, after the
13 AGM sent a video of himself masturbating to PLAINTIFF, he messaged her "Come lick [his
14 ejaculate] all up" and told PLAINTIFF he wanted her to "suck it all up".

15 70. DEFENDANTS' AGM regularly make unwanted sexual advances towards
16 PLAINTIFF. As a result of the AGM being PLAINTIFF'S direct supervisor, PLAINTIFF feared
17 reprisal if she reported DEFENDANT'S AGM's behavior to a higher-up.

18 71. DEFENDANTS' AGM would send PLAINTIFF his video masturbating and having
19 sex with other women.

20 72. PLAINTIFF was subjected to sexual harassment in the course of her employment
21 with DEFENDANTS.

22 73. DEFENDANTS failed to take all reasonable steps to prevent the harassment.
23 DEFENDANTS failed to implement policies protecting employees from sexual harassment at the
24 workplace.

25 74. DEFENDANTS' failure to take all reasonable steps to prevent harassment was a
26 substantial factor in causing PLAINTIFF'S harm. DEFENDANTS failure to act was a direct and
27 proximate cause of PLAINTIFF'S harm.

28 75. DEFENDANTS failed to prevent sexual harassment and hostile work environment

1 and comply with Gov. Code, §§ 12923 and 12940 *et seq.*

2 76. On May 3, 2024, PLAINTIFF obtained a Right to Sue Letter from the California
3 Civil Right Department on May 3, 2024, for the sexual harassment she experience in the course of
4 her employment.

5 77. On May 8, 2024, PLAINTIFF filed a PAGA Notice with the LWDA and certified
6 mailed this to DEFENDANTS detailing the claims alleged herein.

7 78. On May 3, 204 and May 8, 2024, PLAINTIFF engaged in a protected activity by
8 reporting DEFENDANTS violation of California Labor Code and the Fair Employment Housing
9 Act.

10 79. Within ninety days of PLAINTIFF engaging in a protected activity, DEFENDANTS
11 terminated PLAINTIFF under the guide of enforcing a company policy that is typically unenforced
12 against all employees. DEFENDANTS used a company policy as the pretext for PLAINTIFF'S
13 retaliatory termination.

14 80. There was a causal nexus between Plaintiff's engagement in a protected activity
15 and Defendants' termination.

16 **VI. CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 For Failure to Provide Rest Periods

19 (Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

20 81. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
21 every allegation set forth above.

22 82. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders requires
23 DEFENDANTS to provide employees all rest periods specified in the applicable Wage Order. These
24 laws and regulations further entitle employees to be paid one additional hour of pay at their regular
25 rate of compensation for each day of denied rest period.

26 83. PLAINITFF was required to work in excess of four (4) hours without being provided
27 ten (10) minute rest periods as a result of the DEFENDANTS' policies, practices, the nature and
28 constraint of their job duties, and commentary from DEFENDANTS' managers.

84. Further, for the same reasons 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, PLAINTIFF was additionally denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.

85. As a result of DEFENDANTS' policies, practices and commentary from DEFENDANTS' managers, PLAINTIFF was denied her proper rest periods by DEFENDANTS and DEFENDANTS' managers.

86. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

87. As a proximate result of the aforementioned violations, PLAINTIFF has been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SECOND CAUSE OF ACTION

For Failure to Provide Required Meal Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

88. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

89. DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF does not prevent this employee from being relieved of all of her duties for the legally required off-duty meal periods. As a result of DEFENDANTS' policies, practices and comments from DEEFENDANTS' managers, PLAINTIFF was regularly not fully relieved of duty by DEFENDANTS for her meal periods and/or was regularly required to forfeit her meal periods.

90. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the

1 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
2 period, in accordance with the applicable Wage Order, one additional hour of compensation at the
3 employee's regular rate of pay for each workday that a meal period was not provided.

4 91. As a proximate result of the aforementioned violations, PLAINTIFF has been
5 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
6 penalties, expenses and costs of suit.

7 **THIRD CAUSE OF ACTION**

8 For Failure to Pay Minimum Wages

9 (Cal. Lab. Code § 1194, 1194.2, 1197& 1197.1)

10 (Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

11 92. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
12 every allegation set forth above.

13 93. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
14 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
15 failure to accurately calculate and pay minimum wages to PLAINTIFF.

16 94. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
17 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
18 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
19 the unpaid minimum wages according to proof at trial.

20 95. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
21 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy
22 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all
23 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.
24 Lab. Code § 1197.

25 96. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
26 without limitation, as a result of implementing a uniform policy and practice that denied accurate
27 compensation to PLAINTIFF in regard to minimum wages.

28 97. In committing these violations of the California Labor Code, DEFENDANTS
inaccurately tracked the amount of time worked and consequently underpaid the actual time worked

1 by PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned
2 wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
3 Commission requirements and other applicable laws and regulations.

4 98. PLAINTIFF was paid for less time worked than she was entitled to, constituting a
5 failure to pay all earned wages.

6 99. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
7 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
8 enjoyment of wages and lost interest on such wages all to her damage in amounts in amounts which
9 are presently unknown to her, and which will be ascertained according to proof at trial.

10 100. DEFENDANTS knew or should have known that PLAINTIFF was under-
11 compensated for her time worked. DEFENDANTS systematically elected, either through intentional
12 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
13 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
14 by refusing to pay PLAINTIFF the correct wages for her time worked.

15 101. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
16 regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform policy and
17 practice was to unlawfully and intentionally deny accurate and full payment of wages due to
18 PLAINTIFF.

19 102. In performing the acts and practices herein alleged in violation of California labor
20 laws, and refusing to compensate PLAINTIFF for all time worked and provide them with the
21 requisite compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
22 maliciously toward PLAINTIFF with a conscious disregard for her legal rights, or the consequences
23 to her, and with the intent of depriving them of her property and legal rights, and otherwise causing
24 her injury in order to increase company profits at the expense of employees.

25 103. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
26 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
27 in a sum as provided by the California Labor Code and/or other applicable statutes.

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1 **FOURTH CAUSE OF ACTION**

2 For Failure to Pay Overtime Wages

3 (Cal. Lab. Code §§ 510, 1194, & 1198)

4 (Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

5 104. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 105. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
8 the California Labor Code and the Industrial Welfare Commission requirements for
9 DEFENDANTS' failure to pay employees for all hours worked which from time-to-time included
10 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
11 and/or forty (40) hours in any workweek.

12 106. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
13 policy, an employer must timely pay its employees for all hours worked. Cal. Lab. Code § 510
14 provides that employees in California shall not be employed more than eight (8) hours per workday
15 and/or more than forty (40) hours per workweek unless they receive additional compensation
16 beyond their regular wages in amounts specified by law.

17 107. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
18 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF.
19 Further, PLAINTIFF is not subject to a valid collective bargaining agreement that would preclude
20 the causes of action contained herein this Complaint.

21 108. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
22 including minimum and overtime compensation and interest thereon, together with the costs of suit.
23 Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those
24 fixed by the Industrial Welfare Commission is unlawful.

25 109. As alleged above, DEFENDANTS required PLAINTIFF to perform work for
26 DEFENDANTS, but DEFENDANTS failed to compensate PLAINTIFF for all the time she worked,
27 including overtime work.

28 110. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
without limitation, as a result of implementing a uniform policy and practice that failed to accurately

1 record and accurately record all hours worked by employees, including overtime, and denied
2 accurate compensation to PLAINTIFF for work performed in excess of eight (8) hours in a workday,
3 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

4 111. In committing these violations of the California Labor Code, DEFENDANTS
5 inaccurately recorded the overtime worked and consequently underpaid the time worked by
6 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
7 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
8 requirements and other applicable laws and regulations.

9 112. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
10 PLAINTIFF did not receive the correct compensation, including overtime wages, for the time she
11 performed worked for DEFENDANTS.

12 113. PLAINTIFF has suffered and will continue to suffer an economic injury in amounts
13 which are presently unknown to her, which will be ascertained according to proof at trial.

14 114. DEFENDANTS knew or should have known that PLAINTIFF was
15 undercompensated for her time worked. DEFENDANTS systematically elected, either through
16 intentional malfeasance or gross nonfeasance, to not pay her for her labor as a matter of uniform
17 company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
18 by refusing to pay PLAINTIFF the correct overtime wages for the overtime worked.
19 DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward
20 PLAINTIFF with a conscious of and utter disregard for her legal rights, or the consequences to her,
21 and with the despicable intent of depriving her of her property and legal rights, and otherwise
22 causing her injury in order to increase company profits at the expense of this employee.

23 115. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
24 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
25 in a sum as provided by the California Labor Code and/or other applicable statutes.

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1 **FIFTH CAUSE OF ACTION**

2 For Failure to Reimburse Business Expenses

3 (Cal. Lab. Code § 2802)

4 (Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

5 116. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 117. Pursuant to California Labor Code section 2802, DEFENDANTS are required to
8 indemnify PLAINTIFF for the expenses and losses incurred during the performance of her job
9 duties. The purpose of this statute is to prevent employers from passing their operating expenses on
10 to their employees.

11 118. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse
12 PLAINTIFF for necessary business expenditures incurred in discharging work duties by failing to
13 reimburse PLAINTIFF for use of her personal cell phone in furtherance of her job duties.

14 119. DEFENDANTS sought to pad their own pockets at the expense of their employees
15 and passed its own costs to its employees.

16 120. DEFENDANTS intentionally failed to reimburse its employees for the actual
17 expenses incurred and thereby increased its own profits to the detriment of its employees.

18 121. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
19 reasonable attorneys' fees, and costs, in an amount to be proven at trial.

20 122. Interest accrues from the date the employee incurred the necessary expenditure or
21 loss.

22 **SIXTH CAUSE OF ACTION**

23 For Failure to Pay Wages When Due

24 (Cal. Lab. Code § 204, 210)

25 (Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

26 123. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
27 every allegation set forth above.

28 124. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned
by any person in any employment are due and payable twice during each calendar month, on days
designated in advance by the employer as the regular paydays."

125. DEFENDANTS failed to pay PLAINTIFF all earned wages on regularly established paydays. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully refused to perform their obligations to compensate their employees for all wages earned.

126. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to section 210, for each subsequent failure to pay in compliance with Labor Code section 204, PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld wages.

127. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor Code section 204 as alleged above, PLAINTIFF has suffered, and continues to suffer, losses related to the use and enjoyment of her wages and lost interest on such wages all to her damage in amounts according to proof at trial.

SEVENTH CAUSE OF ACTION

Failure to Pay Wages Upon Termination

(Cal. Lab. Code § 201 and 203)

(Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

128. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

129. If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal. Lab. Code § 203).

130. The employment of PLAINTIFF ended and to date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all premiums due for off-the-clock work and missed meal and rest periods or any penalties owed under California Labor Code section 203.

131. Therefore, as provided by Cal Lab. Code § 203, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination and demands all

1 wages and penalties owed plus interest and statutory costs as allowed by law.

2 **EIGHTH CAUSE OF ACTION**

3 For Tip Pool Conversion

4 (Cal. Lab. Code §§ 350, 351, 353,)

(Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

5 132. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
6 every allegation set forth above.

7 133. During PLAINTIFF'S employment, DEFENDANTS maintained a tip pool in which
8 money left by patrons in an amount over and above the actual amount due for services was pooled
9 and distributed among employees including PLAINTIFF.

10 134. However, DEFENDANTS took money from the tip pool that PLAINTIFF was
11 entitled to receive. DEFENDANTS additionally allowed individuals outside the "chain of service"
12 and managerial staff to take money from the tip pool.

13 135. DEFENDANTS additionally required PLAINTIFF to claim tip amounts which she
14 did not receive and were remitted to this tip pool.

15 136. As a proximate result of the aforementioned violations, PLAINTIFF has been
16 damaged in an amount according to proof at trial, including the loss of gratuities to which she was
17 entitled.

18 **NINTH CAUSE OF ACTION**

19 For Failure to Provide Accurate, Itemized Wage Statements

20 (Cal. Lab. Code §§ 226; 226.3; 1174.5)

(Plaintiff Against Defendant Gold Club - S.F. LLC and Defendant S.A.W. Entertainment Limited)

21 137. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
22 every allegation set forth above.

23 138. Labor Code section 226 requires defendants to provide employees an accurate
24 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
25 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
26 inclusive date of the period for which the employee is paid, (7) the name of the employee and his or
27 her social security number, (8) the name and address of the legal entity that is the employer, and (9)
28 all applicable hourly rates in effect and the corresponding number of hours worked

1 139. DEFENDANTS did not accurately record PLAINTIFF’S off-the-clock work and
2 failed to provide an accurate wage statement in writing that properly and accurately itemizes all
3 hours worked and thereby also failed to set forth the correct wages earned by their employees.

4 140. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
5 section 226(a) on each and every wage statement that they provided to PLAINTIFF.

6 141. By failing to keep adequate records, as required by Labor Code section 226 and 1174,
7 DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the true and
8 accurate wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

9 142. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
10 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

11 **TENTH CAUSE OF ACTION**

12 Hostile Work Environment - Sexual Harassment
13 (Gov. Code, §§ 12923, 12940(j))
(Plaintiff Against Defendant Gold Club - S.F. LLC)

14 143. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
15 every allegation set forth above.

16 144. FEHA makes it unlawful “[f]or an employer, . . . or any other person, because of sex,
17 gender, gender identity, gender expression, . . . to harass an employee.” FEHA also states that
18 “[h]arassment of an employee . . . shall be unlawful if the entity, or its agents or supervisors, knows
19 or should have known of this conduct and fails to take immediate and appropriate corrective action.”
20 And FEHA requires an entity to “take all reasonable steps to prevent harassment from occurring.”
21 Finally, FEHA notes: “Loss of tangible job benefits shall not be necessary in order to establish
22 harassment.” Cal. Gov. Code section 12940(j).

23 145. During PLAINTIFF’S employment with DEFENDANT GOLD CLUB, PLAINTIFF
24 was subjected to harassing conduct by DEFEENDANT’S AGM because she was a woman.

25 146. This harassment was so severe, pervasive, and occurred nearly every shift and such
26 PLAINTIFF found the work environment to be hostile, intimidating, offensive, oppressive, and
27 abusive.

28 147. A reasonable woman in PLAINTIFF’S circumstances would consider the work

1 environment and DEFENDANTS' conduct to be hostile, intimidating, offensive, oppressive, and
2 abusive.

3 148. DEFENDANTS' supervisors knew of and engaged in PLAINTIFF'S harassment and
4 failed to take appropriate action.

5 149. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF has been
6 harmed in an amount according to proof at trial.

7 150. DEFENDANTS' malicious and despicable conduct subjected PLAINTIFF to a cruel
8 and unjust hardship, in conscious disregard of her rights, justifying an award of exemplary and/or
9 punitive damages in an amount to be determined at trial.

10 **ELVENTH CAUSE OF ACTION**

11 Failure to Prevent Harassment

12 (Gov. Code, § 12940(k))

(Plaintiff Against Defendant Gold Club - S.F. LLC)

13 151. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
14 every allegation set forth above.

15 152. Pursuant to Gov. Code, section 12940(k) it unlawful for "an employer . . . to fail to
16 take all reasonable steps necessary to prevent discrimination and harassment from occurring."

17 153. During PLAINTIFF'S entire employment with DEFENDANT GOLD CLUB,
18 PLAINTIFF was subjected to sexual harassment in the course of her employment.

19 154. DEFENDANTS failed to take all reasonable steps to prevent sexual harassment from
20 occurring. DEFENDANTS failed to implement policies to protect employees and took no
21 reasonable steps to prevent further such abuse and harassment from occurring.

22 155. As a result, PLAINTIFF has been harmed in an amount according to proof at trial.

23 156. DEFENDANTS' failure to take all reasonable steps to prevent sexual harassment
24 was a substantial factor in causing PLAINTIFF'S harm.

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1 **TWELTH CAUSE OF ACTION**

2 For Retaliation

3 (Gov. Code, § 12940(h))

4 (Plaintiff Against Defendant S.A.W. Entertainment Limited)

5 157. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 158. PLAINTIFF engaged in a protected activity by filing a complaint with the California
8 Department of Civil Rights and on May 3, 2024, obtained a Right to Sue Letter for sexual
9 harassment Plaintiff was subjected to in the course of her employment with DEFENDANTS.

10 159. Shortly after PLAINTIFF reported the sexual harassment she was subjected to,
11 DEFENDANTS terminated PLAINTIFF under the guise of breaking a company policy that was not
12 enforced against other employees.

13 160. DEFENDANTS used a company policy as the pretext for PLAINTIFF'S retaliatory
14 termination.

15 161. PLAINTIFF'S report of Sexual Harassment and obtaining a Right to Sue letter was
16 a substantial motivating reason for DEFENDANT'S decision to terminate PLAINTIFF.

17 162. As a direct and proximate cause of DEFENDANTS termination, PLAINTIFF has
18 been harmed in an amount to be proven. DEFENDANTS decision to terminate PLAINTIFF was a
19 substantial factor in causing PLAINTIFF'S harm.

20 **THIRTEENTH CAUSE OF ACTION**

21 For Retaliation

22 (Cal. Lab. Code § 98.6)

23 (Plaintiff Against Defendant S.A.W. Entertainment Limited)

24 163. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
25 every allegation set forth above.

26 164. PLAINTIFF engaged in a protected activity by reporting DEFENDANTS' violations
27 of California Labor Code to the Labor Workforce and Development Agency on May 8, 2024.

28 165. DEFENDANTS terminated PLAINTIFF within ninety (90) days of PLAINTIFF
engaging in a protected activity.

166. DEFENDANTS non-retaliatory reason for terminating PLAINTIFF was pretext for

1 PLAINTIFF'S termination. There is a casual nexus between PLAINTIFF'S engagement of a
2 protected activity and DEFENDANTS' termination.

3 167. As a proximate result of the aforementioned violations, PLAINTIFF has been
4 damaged in an amount according to proof at trial, including the loss of gratuities to which was
5 entitled.

6 **FOURTEENTH CAUSE OF ACTION**

7 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
(Cal. Lab. Code §§ 2698 *et seq.*)

8 (Plaintiff and Aggrieved Employees Against All DEFENDANTS)

9 168. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
10 reallege as if fully stated herein each and every allegation set forth above.

11 169. As a result of the acts alleged herein, PLAINTIFF, as AGGRIEVED EMPLOYEES
12 within the meaning of Labor Code section 2699, subdivision (c), on behalf of herself and other
13 AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against
14 DEFENDANTS pursuant to California Labor Code sections 2698 *et seq.*, for the following knowing
15 and intentional violations of the California Labor Code:

- 16 a. For failing to compensate employees who were not provided a rest period in violation
17 of Labor Code Section 226.7 and the applicable IWC Wage Order;
- 18 b. For failing to compensate employees who were not provided a meal period in
19 violation of Labor Code Section 515, 226.7 and the applicable IWC Wage Order;
- 20 c. For failing to pay all minimum wages in violation of Labor Code Sections 1194,
21 1194.2, 1197 & 1197.1;
- 22 d. For failing to provide employees who worked more than eight (8) hours per workday
23 and more than forty (40) hours per workweek additional compensation beyond their
24 regular wages in violation of Labor Code 510, 1194, and 1198;
- 25 e. For improper tip pooling in violation of Labor Code Section 351;
- 26 f. For failing to indemnify business expenses in violation of Labor Code Section 2802;
- 27 g. For failing to maintain for and provide accurate, itemized wage statements required
28 by Labor Code Section 226;

- 1 h. For failing to pay wages when due, in violation of Labor Code Sections 204 and 210;
2 i. For failing to pay wages upon termination in violation of Labor Code Sections 201,
3 202, 203.

4 170. The above-referenced civil penalties shall include the recovery of amounts specified
5 in the applicable sections of the Labor Code, and if not specifically provided, those under section
6 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to Labor
7 Code sections §§ 201, 202, 203, 204, 210, 215, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 350, 351,
8 353, 510, 512, 515, 558, 1194, 1194(a), 1194.2, 1197, 1197.1, 1174.5, 1198, 1199, 2802, and 2699,
9 subdivisions (a) and (f).

10 171. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
11 consider PLAINTIFF'S notice of DEFENDANTS' Labor Code violations and of PLAINTIFF'S
12 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
13 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,
14 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

15 **DEMAND FOR RELIEF**

16 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
17 severally, as follows:

18 1. On behalf of the PLAINTIFF:

19 A. Compensatory damages, according to proof at trial, including unpaid minimum and
20 overtime wages plus interest thereon at the statutory rate;

21 B. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
22 applicable IWC Wage Order;

23 C. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
24 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
25 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
26 an award of costs for violation of Cal. Lab. Code § 226.

27 D. Expenses incurred in the discharge of work duties plus interest thereon at the
28 statutory rate for violation of Cal. Lab. Code § 2802;

- 1 E. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.
- 2 F. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
- 3 unpaid minimum wages according to proof at trial;
- 4 G. Civil penalties according to proof as provided by State Bill 497 for Defendants’
- 5 violation of Cal. Lab. Code § 98.6;
- 6 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES
- 7 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
- 8 General Act of 2004;
- 9 2. On all claims:
- 10 A. An award of interest, including prejudgment interest at the legal rate;
- 11 B. Such other and further relied as the Court deems just and equitable; and
- 12 C. An award of penalties, attorneys’ fees and cost of suit, as allowable under the law.

13

14 Respectfully submitted,

15 DATED: September 23, 2024 **EMRAN LAW FIRM**

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18 By: Harris Emran

19 Harris Emran, Esq.

20 Attorney for PLAINTIFF and OTHER

21 AGGRIEVED EMPLOYEES

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DEMAND FOR A JURY TRIAL

PLAINTIFF demand a jury trial on issues triable to a jury.

DATED: September 23, 2024

EMRAN LAW FIRM

By: Harris Emran
Harris Emran, Esq.
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

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EXHIBIT C

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jessica Chapdelaine (“Plaintiff”) and defendants Gold Club-S.F., LLC dba Gold Club (“Gold Club”) and S.A.W. Entertainment Limited dba Larry Flynt’s Hustler Club (“Hustler Club”) (collectively referred to as “Defendants”). This Agreement is to resolve Plaintiff’s PAGA claims against Gold Club, where she worked as a bartender, and Hustler Club, where she worked as an entertainer. The Agreement refers to Plaintiff and Defendants as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit which alleges PAGA claims against Defendants captioned *Jessica Chapdelaine v. Gold Club – S.F. LLC et al.*, filed on September 23, 2024 and pending in Superior Court of the State of California, San Francisco County.
- 1.2. “Administrator” means ILYM, Group Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means: (1) a person employed by Gold Club as a bartender or server in California and classified as a non-exempt employee who worked for Gold Club during the PAGA Period; (2) a person employed by Hustler Club as an entertainer in California and classified as a non-exempt employee who worked for Hustler Club during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of San Francisco.
- 1.8. “Defense Counsel” means Shane Cahill of Long & Levit.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the

Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment, or (b) the deadline for any appeals from the Judgment have expired.

- 1.10. “Gross Settlement Amount” means \$115,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. The Gross Settlement Amount will be paid by Defendants as follows: (1) Defendants will pay \$67,000 to the Administrator within 30 days of the Approval Order as to be used for the Individual PAGA Payment and the LWDA PAGA Payment with any remaining funds used for the Administrators Expenses Payment and PAGA Counsel Litigation Expense Payment; (2) starting no sooner than 30 days after the initial PAGA payment and on the first day of each month, Defendants will pay 10 equal monthly payments of \$4,363.63 to the Administrator, and a final monthly payment of \$4,363.70. The monthly payments shall be used to pay the remainder of 1) Administrator’s Expenses Payment, 2) PAGA Counsel Litigation Expenses Payment, and 3) PAGA Counsel Fees Payment (in this order).
- 1.11. “Individual PAGA Payments” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employees worked during the PAGA Period and which the Administrator will pay to Aggrieved Employees no later than 30 days after the Effective Date.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency.
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i)), which the Administrator will pay to the LWDA either 30 days after the Effective Date.
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Harris Emran and Kaitlin Martinez of the Emran Law Firm, the attorneys representing the Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and actual costs incurred, respectively, incurred to prosecute the Plaintiff’s PAGA claims in the Action, which the Administrator will pay to PAGA

Counsel within 30 days after payment of the Individual PAGA Payments and LWDA PAGA Payment.

- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from May 8, 2023 through April 15, 2025.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*), as codified prior to the July 1, 2024 amendments as applicable in this Action.
- 1.21. “PAGA Notice” means Plaintiff’s May 8, 2024 letter to Defendants and the provision of notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Penalties” means the total sum available for payment of PAGA civil penalties to be paid from the Gross Settlement Amount, shall be calculated by deducting the Administration Expenses Payment and PAGA Counsel Fees Payments from the Gross Settlement Amount. Thereafter, seventy-five percent (75%) shall be distributed to the LWDA (“LWDA PAGA Payment”) and the remaining twenty-five percent (25%) shall be distributed to the Aggrieved Employees (“Net Settlement Amount”).
- 1.23. “Plaintiff” means Jessica Chapdelaine, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendants and each of their former and present owners, directors, officers, principals, agents, consultants, employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, related entities and affiliates.
- 1.27. “Settlement” means the disposition of the PAGA claims alleged in the Action effected by this Agreement and the Judgment.
- 1.28. “Defendants” means named Defendants Gold Club – S.F., LLC and S.A.W. Entertainment Limited.

2. RECITALS.

- 2.1. Plaintiff is a former bartender/employee of Defendant Gold Club and former entertainer/employee of Hustler Club. On September 23, 2024, Plaintiff filed this Action in San Francisco County Superior Court alleging causes of action against Defendants for

violation of the Private Attorneys General Act. The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On April 15, 2025, the Parties participated in a mediation presided over by Mark A. Lemke, Esq., LL.M.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, records and data relating to the PAGA claims.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$115,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 1.10 and 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$40,250.00 and PAGA Counsel Litigation Expenses Payment of not more than \$17,500.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA

Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. The payment made pursuant to this paragraph will be made by the Administrator per the timeline set forth in paragraph 1.17.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties currently estimated to be at least \$52,250.00 to be paid from the Gross Settlement Amount, with 75% (estimated to be at least \$39,187.50) allocated to the LWDA PAGA Payment and 25% (estimated to be at least \$13,062.50) allocated to the Individual PAGA Payments. The payment(s) made pursuant to this paragraph will be made by the Administrator per the timelines set forth in paragraphs 1.14 and 1.17.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (estimated to be at least \$13,062.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, the Parties estimate there are 109 Aggrieved Employees who worked a total 1,954 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 30 days of the Approval Order, Defendants will simultaneously deliver the Aggrieved Employee Data, to the extent known and available, to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated

Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount by transmitting the funds to the Administrator as set forth in paragraph 1.10 above. In the event Defendants do not timely deliver an installment payment as set forth in paragraph 1.10 or as otherwise set forth in this Agreement, Plaintiff's counsel will immediately notify Defendants' counsel, Shane Cahill, that the installment payment has not been received. DEFENDANTS will then have five business days to cure and issue payment of the amount due. For each calendar day thereafter that Defendants do not deliver the installment payment, Plaintiff shall impose a late fee of 3% of the unpaid installment amount, calculated from the first day after the five-day cure period has expired, until the full installment payment, including interest, is received. Interest on the late installment payment will be compounded daily. Defendants' failure to pay the installment payments within five (5) business days of the respective due date shall constitute a material breach of this Settlement Agreement.
- 4.4. Payments from the Gross Settlement Amount. The Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment as set forth in paragraphs 1.11, 1.14, and 1.17. The Administration Expenses Payment will be made within 30 days after payment of the Individual PAGA Payments and LWDA PAGA Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and the Administrative Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts and claims alleged in the Operative Complaint and the PAGA Notice ("Plaintiff's Release") related to the PAGA claims. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts

stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv); and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on the records, the Parties estimate that, as of the date of this Settlement Agreement, there are 109 Aggrieved Employees who worked 1,954 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the settlement of Plaintiffs' PAGA claims alleged in the Operative Complaint and other matters addressed herein, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evid. Code § 1152, and all copies and summaries of the PAGA Data provided to the Administrator and/or PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Emran Law Firm, Harris@Emranlaw.com, Kaitlin@Emranlaw.com, 415 Mission Street, 37th Floor, San Francisco, CA 94105

To Defendants: Long & Levit, scahill@longlevit.com, dmelton@longlevit.com, 465 California Street, 5th Floor, San Francisco, California 94104

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to C.C.P. § 583.330 to extend the date to bring a case to trial under C.C.P. § 583.310 for the entire period of this settlement process.

Date: 06 / 18 / 2025



Plaintiff Jessica Chapdelaine

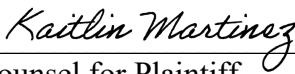
Date: _____

For Defendant Gold Club – S.F., LLC

Date: _____

For Defendant S.A.W. Entertainment Limited

Date: 06/17/2025



Counsel for Plaintiff

Date: _____

Counsel for Defendants

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Emran Law Firm, Harris@Emranlaw.com, Kaitlin@Emranlaw.com, 415 Mission Street, 37th Floor, San Francisco, CA 94105

To Defendants: Long & Levit, scahill@longlevit.com, dmelton@longlevit.com, 465 California Street, 5th Floor, San Francisco, California 94104

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Date: _____

Plaintiff Jessica Chapdelaine

Date: 6/19/2025 | 7:55 AM PDT

Signed by:


5FC2C492E3F8412...
For Defendant Gold Club – S.F., LLC

Date: 6/19/2025 | 7:55 AM PDT

Signed by:


5FG2C492E3F8412...
For Defendant S.A.W. Entertainment Limited

Date: _____

Counsel for Plaintiff

Date: 6/20/2025



Counsel for Defendants