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JESSICA CHAPDELAINE

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:

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

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

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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 CHAPDELAIN (“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.

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
28

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))

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

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

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

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

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

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