

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

KIEARA GASKIN and TENIA STUCKEY,
individually, on behalf of all others similarly situated
and on behalf of the proposed Rule 23 Class,

Plaintiffs,

-against-

BK VENTURE GROUP LTD. doing business as
JAGUARS 3 AND STARLETS NYC, KB
VENTURE GROUP LLC. doing business as CLUB
LUST NY, KEVIN BURCH and MARTIN "DOE",

Defendants.

COMPLAINT

15 CV 4190

**PLAINTIFFS DEMAND
A TRIAL BY JURY**

ECF CASE

Plaintiffs Kieara Gaskin and Tenia Stuckey ("Plaintiffs"), individually, on behalf of all others similarly situated and on behalf of the proposed Rule 23 Class, upon personal knowledge as to themselves and upon information and belief as to other matters, by and through their attorneys, Lipman & Plesur, LLP, complain of Defendants BK Venture Group Ltd. doing business as Jaguars 3 and Starlets NYC ("Starlets"), KB Venture Group LLC doing business as Club Lust NY ("Lust"), Kevin Burch and Martin "Doe" (collectively "Defendants"), and allege as follows:

PRELIMINARY STATEMENT

1. Plaintiffs complain individually and on behalf of all others similarly situated, who are currently or were formerly employed by Defendants as Entertainers or possibly in other titles that they are owed: (i) minimum wages, (iii) liquidated damages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (hereinafter referred to as the "FLSA").

2. Plaintiffs further complain pursuant to Fed. R. Civ. Proc. 23, individually, on behalf of all others similarly situated and on the behalf of the proposed Rule 23 Class of current

and former Entertainers of Defendants, and bring this Class Action against Defendants claiming that they are owed additional wages and amounts from Defendants for failure to pay minimum wages, unlawful deductions from wages pursuant to the New York Minimum Wage Act, New York Labor Law § 650 *et seq.* and the New York Labor Law § 190 *et seq.* (hereinafter collectively referred to as the “NYLL”) as well as for Defendants failing to provide wage notices and statements pursuant to the NYLL.

3. Plaintiffs further complain that Defendants subjected them to unequal terms and conditions of employment due to their race pursuant to the Civil Rights Act of 1866, 42 U.S.C. § 1981 *et seq.* and reference is made to Section 1981 in its entirety and to 42 U.S.C. §§ 1981, 1981(a), 1988 and 1988(b) (“Section 1981”).

4. Plaintiffs further complain that they were harassed due to their race and otherwise treated differently with respect to the terms, conditions and privileges of employment and subjected to a pattern and practice of such unlawful discrimination and a hostile work environment because of their race and sex in violation of the New York State Human Rights Law, N.Y. Exec. Law § 290 *et seq.* (hereinafter referred to as the “NYSHRL”) and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 *et seq.* (hereinafter referred to as the “NYCHRL”).

JURISDICTION AND VENUE

5. Plaintiffs invoke the jurisdiction of this Court pursuant to the FLSA and Section 1981, and the supplemental jurisdiction statute, 28 U.S.C. § 1367, in that the state and federal claims arise from a common nucleus of operative facts such that they are so related that they form part of the same case or controversy under Article III of the United States Constitution.

6. The venue of this action is proper because the events or omissions giving rise to the claims occurred within, and Defendants conduct business within, the Eastern District of New York.

PARTIES

7. Plaintiff Kieara Gaskin (“Plaintiff Gaskin”) is an adult individual who is a resident of New Jersey.

8. Plaintiff Gaskin worked as an Entertainer at Jaguars 3 and Starlets from in or about July 2012 until in or about the end of April 2014 at various times.

9. Plaintiff Gaskin worked as an Entertainer at Club Lust from in or about October 30, 2013 to in or about mid October 2014.

10. Plaintiff Tenia Stuckey (“Plaintiff Stuckey”) is an adult individual who is a resident of Maryland.

11. Plaintiff Stuckey worked as an Entertainer at Starlets from in or about April 2012 to in or about June 2013.

12. As detailed below, Plaintiffs Gaskin and Stuckey and others similarly situated are current and former employees of Defendants within the meaning of the FLSA, 29 U.S.C. S. 203(e)(1) as well as the NYSHRL, NYCHRL and NYLL.

13. Defendant BK Venture Group Ltd. is headquartered at 49-09 25th Avenue, Woodside, New York and, *inter alia*, operates Starlets NYC, formerly called Jaguars 3 (“Starlets”).

14. Defendant KB Venture Group LLC is headquartered at 225 47th Street, Brooklyn, New York and, *inter alia*, operates Club Lust NY (“Lust”).

15. Defendant Kevin Burch (“Defendant Burch”) is an owner and officer of Defendants Starlets and Lust. Defendant Burch is sued individually and in his capacity as an owner, officer, joint employer and/or agent of Defendants Starlets and Lust.

16. Defendant Burch is a principal, agent, partner, joint venturer, controlling shareholder of the corporate Defendants and/or is engaged with the other Defendants in a joint enterprise for profit, and bore such other relationships to the other Defendants so as to be liable for their conduct.

17. Upon information and belief, Defendant Burch manages the day-to-day operations, controls or is involved in hiring and firing, determines the hours of operation and is an employer and/or supervisor pursuant to the FLSA, Section 1981, NYLL, NYSHRL and the NYCHRL.

18. Defendant Burch has responsibility for Defendants’ wage-hour policies and practices, including, but not limited to, time-keeping, compensation policies, and the policies set forth in the employee guidelines that applied to employees at Starlets and Lust.

19. Defendant Martin “Doe” was employed as a manager at Defendant Starlets. Defendant Martin “Doe” is sued individually and in his capacity as agent of Defendant Starlets.

20. Upon information and belief, Defendant Martin “Doe” manages the day-to-day operations and, controls or is involved in hiring and firing, determines the hours of operation and makes staffing decisions, and is an employer and/or supervisor or agent thereof pursuant to the FLSA, Section 1981, NYLL, NYSHRL and the NYCHRL.

21. As detailed below, Defendant Starlets was Plaintiffs Gaskin and Stuckey’s employer pursuant to the proposed Rule 23 Class under the FLSA, 29 U.S.C. § 201 *et seq.*, as well as the NYLL, NYSHRL and NYCHRL.

22. As detailed below, Defendant Lust was Plaintiffs' employer pursuant to the proposed Rule 23 Class under the FLSA, 29 U.S.C. § 201 *et seq.*, as well as the NYLL, NYSHRL and NYCHRL.

23. Defendant Starlets employed Plaintiffs Gaskin and Stuckey, similarly situated individuals, and members of the proposed Rule 23 Class at all times relevant to this Complaint.

24. Defendant Lust employed Plaintiff Gaskin, similarly situated individuals, and members of the proposed Rule 23 Class at all times relevant to this Complaint.

FACTUAL ALLEGATIONS

25. Upon information and belief, Defendants (other than Defendant Doe) operate Adult Entertainment clubs and are or were doing business using different trade/corporate names. The Defendant Clubs are or were operated jointly by Defendant Burch who operated as owner, director, and officer of the corporate Defendants.

26. Upon information and belief, the Defendant Clubs maintained common labor policies and practices.

27. Upon information and belief, Defendants jointly managed employment records.

28. Upon information and belief, the Defendant Clubs had common ownership.

29. Upon information and belief, the Defendant Clubs shared common management.

30. Upon information and belief, the Defendant Clubs shared workers, such as Security Guards, as necessary.

31. Upon information and belief, the Defendant Clubs are operated as a group.

32. Upon information and belief, Defendants were joint employers of Plaintiffs and their similarly situated co-workers.

Defendant BK Venture Group Ltd.

33. At all relevant times, Defendant BK Venture Group Ltd. affected commerce within the meaning of 29 U.S.C. § 203(b).

34. At all relevant times, the gross annual volume of sales made or business done by Defendants was not less than \$500,000.00.

35. At all relevant times, Defendants have employed employees, such as Plaintiffs, handling, selling or otherwise working on goods or materials that have moved in or were produced for commerce.

Defendant KB Venture Group LLC

36. At all relevant times Defendant KB Venture Group LLC affected commerce within the meaning of 29 U.S.C. § 203(b).

37. At all relevant times, the gross annual volume of sales made or business done by Defendants was not less than \$500,000.00.

38. At all relevant times, Defendants have employed employees, such as Plaintiffs, handling, selling or otherwise working on goods or materials that have moved in or were produced for commerce. As part of their regular job duties for Defendants, Plaintiffs routinely and regularly used and/or handled items that have moved in the stream of inter-state commerce. Thus, in addition to the enterprise coverage alleged above, Defendants are also subject to the individual coverage of the FLSA.

Defendant Kevin Burch

39. Upon information and belief, Defendant Burch is Defendant BK Venture Group Ltd.'s and Defendant KB Venture Group LLC's CEO and routinely spends time at Starlets and Lust.

40 Upon information and belief, Defendant Burch is involved with the day-to-day management and operation of the strip clubs owned and operated by Defendant BK Venture Group Ltd. and KB Venture Group LLC - Starlets and Lust, and supervises the managers of both Starlets and Lust.

41 Upon information and belief, Defendant Burch is involved with, establishes and addresses work-related issues that impact the Entertainers.

42 Upon information and belief, Defendant Burch sets the amount of the “house fee” that Entertainers are required to pay in order to work at Starlets and or Lust and/or supervises the managers who set the house fee.

43 Upon information and belief, Defendant Burch and the managers are also responsible for making sure there are enough Entertainers and other employees scheduled to work at Starlets and Lust on nights that a large customer turnout is expected.

44 Upon information and belief, Defendant Burch and/or the managers that he supervises are involved with hiring and firing, establishing and managing all wage, disciplinary and workplace rules, and enforcing the Entertainer rules and guidelines.

Defendant Martin “Doe”

45. Defendant Martin “Doe” is employed by Defendant BK Venture Group Ltd. as a manager of Starlets.

46. Upon information and belief, Defendant “Doe” along with Defendant Burch handles day-to-day management at Starlets and routinely addresses work-related issues that impact the Entertainers.

47. Upon information and belief, Defendant “Doe”, along with Defendant Burch, sets the amount of the “house fee” that Entertainers are required to pay in order to work at Starlets.

48. Upon information and belief, Defendant “Doe”, along with Defendant Burch and the other managers are also responsible for making sure there are enough Entertainers and other employees scheduled to work at Starlets on nights that a large customer turnout is expected.

49. Upon information and belief, Defendant “Doe”, along with Defendant Burch, participates in supervising and evaluation of the clubs' managers, and assists managers when they have questions or concerns about day-today operations.

50. Defendants wield control over the classification of Plaintiffs and the members of the putative collective and Rule 23 Class and designate all Entertainers as independent contractors.

51. Upon information and belief, Defendants communicated rules and guidelines to the Entertainers verbally and in a written rulebook.

52. Defendants exercised a great degree of control over Plaintiffs, those similarly situated, and members of the proposed Rule 23 Class. This control was exhibited, in part, through enforcement of a set of rules and guidelines, which are communicated verbally to the Entertainers.

53. Defendants supervise Entertainers by imposing fines and other discipline on Entertainers. Some examples include, but are not limited to, the following: at Starlets, the house mom, a member of management, required that Plaintiffs work at least three shifts per week or they had to pay \$200.00 to work, if one of them had to cancel due to being unable to work a shift, they were required to pay a \$50.00 fine and if they carried a purse, they were fined \$50.00.

54. The primary job duties of Plaintiffs, those similarly situated, and the proposed Rule 23 Class consisted of dancing on stage during the stage rotation, performing personal

dances (also called "lap dances") for customers and spending time with customers in semi-private VIP areas.

55. Defendants required Plaintiffs, those similarly situated, and the proposed Rule 23 Class to dance on stage according to a stage rotation established by the managers or disc jockeys ("DJ"). Entertainers were placed into the stage rotation and were required to dance at the time their name was called.

56. There are many specific rules which are enforced at Starlets and Lust, including but not limited to the following:

- a. Defendants require that Entertainers pay "house fees" prior to beginning to work with the amounts varying based on when the shift started. For example, the "house fee" at Starlets was \$80.00 before 10:00 p.m., \$125.00 before 11:00 p.m. and \$150-200.00 thereafter;
- b. Entertainers are required to follow a work schedule and work specific days and times;
- c. Defendants enforce the schedules and charge Entertainers mandatory minimum late fees of \$40.00 - \$50.00 if they are not dressed and ready to perform at specific times. For example, at Starlets, if one of the Plaintiffs or any other Entertainer is not out on the dance floor and ready to perform promptly at 11:00 p.m., the house fee is increased from \$80.00 to \$125.00.
- d. Defendants require that Entertainers pay fees to the "house moms" at the end of each shift;
- e. Require that Entertainers wear approved "stripper outfits" and not outside clothes and these stripper outfits are sold within the club;

- f. Defendants mandate that Entertainers wear shoes of a certain type and with heels of a certain height;
- g. All Entertainers must wear make-up and have their hair done;
- h. Defendants require that Entertainers dance on stage for no more than the length of three consecutive songs;
- i. Entertainers are subjected to monetary fines for violation of any guidelines;
- j. Defendants require all Entertainers to continue working until the club closes and they may not leave early;
- k. Gum chewing is prohibited;
- l. Defendants require Entertainers to engage in specified activities with customers for specified time-periods;
- m. Entertainers are required to carry around a sack to keep their money in and may not carry a purse or briefcase; and,
- n. Defendants specify the exact method used to pick up cash tips.
Defendants require that patrons throw all cash tips on the floor and Entertainers must get on their knees and crawl around to pick up their tips.

57. Plaintiffs, those similarly situated, and the proposed Rule 23 Class were told by Defendants that they were only allowed to have one knee on the floor at a time while dancing and were not allowed to dance while lying down.

58. Plaintiffs, those similarly situated, and the proposed Rule 23 Class were usually not allowed to choose the songs that were played while they were dancing on stage.

59. Defendants set the price and length of lap dances. The price and length were the same for a lap dance regardless of which Entertainer performed the dance. Plaintiffs, those similarly situated, and the proposed Rule 23 Class were not allowed to charge a different price for a lap dance than the price established by Defendants.

60. Defendants BK Venture Group Ltd., KB Venture Group LLC and Burch were in charge of all advertising for the clubs.

61. Plaintiffs did not contribute money towards maintaining Defendants' clubs' premises or otherwise provide facilities at the clubs.

62. Plaintiffs were economically dependent on Defendants.

63. Plaintiffs did not have an investment in any business and had no risk of financial loss by working as Entertainers.

64. Defendants do not require that Entertainers at their club have dance training or experience working as Entertainers at other clubs.

65. Entertainers are hired to work for an indefinite period at the club and can be fired at-will.

66. Upon information and belief, one of Defendants' businesses' primary purposes is to give customers the opportunity to see Entertainers in various stages of undress in a bar setting.

67. Entertainers performed at Defendants' clubs, using Defendants' stages and VIP areas, which are private or semi-private rooms.

68. Entertainers were not allowed to hire subcontractors to perform their duties for them. The right to dance as an Entertainer at Defendants' clubs was a personal right, and only people hired by Defendants' managerial staff were allowed to perform at Defendants' clubs.

Facts Establishing Race and Sex Discrimination

69. Plaintiffs are Black females and/or were considered to be Black/African-American by Defendants.

70. Defendants maintained a racially and sexually hostile work environment at Starlets.

71. Some examples of the discriminatory and/or offensive and harassing misconduct at Starlets, includes but is not limited to:

- a. Defendant “Doe” frequently called Plaintiffs Gaskin and Stuckey “bitches” and did not speak to other Entertainers in this manner;
- b. Defendant “Doe” frequently fined Plaintiffs Gaskin and Stuckey for allegedly violating workplace rules while other Entertainers were not subject to such treatment;
- c. Defendant “Doe” frequently used the word “niggers” to describe certain patrons;
- d. A Security Guard used the words “whore” and “black bitch” while speaking to Plaintiff Stuckey;
- e. Security Guards, some of whom rotated between the clubs, allowed certain Entertainers who tolerated their sexual advances and flirtatious behavior to have more opportunities to earn tips by allowing them access to the stage and the VIP areas; and,
- f. Upon information and belief, Defendant “Doe” directed the Security Guards to keep Plaintiffs Gaskin and Stuckey out of the VIP areas due to their race.

72. At Lust, Security Guards engaged in sexually provocative verbal and physical misconduct with many of the Entertainers, which was observed by Plaintiff Gaskin. Plaintiff Gaskin objected and refused to engage in this type of activity and as a result, she was barred from access to the VIP areas, which meant that she was denied the opportunity to work in the area where it was possible to earn greater tips.

73. Further, Plaintiff Gaskin was not allowed to dance on stage as frequently as non-Black women and those who agreed to engage in sexual-type activity with the guards and/or DJs.

74. Plaintiffs, others similarly situated, and members of the proposed Rule 23 Class have not been paid the minimum wage by Defendants.

75. Plaintiffs, others similarly situated, and members of the proposed Rule 23 Class are paid no wages by Defendants. They do not receive a salary, any hourly wage or any other kind of piece rate compensation for their work for Defendants.

76. Plaintiffs, others similarly situated, and members of the proposed Rule 23 Class earn money at Defendants' clubs through tips from the clubs' customers for dances performed on stage or personal dances (i.e., a lap dance or table dance) in the general area of the club or in the VIP sections or rooms.

77. Plaintiffs never received a paycheck or payroll statement from Defendants.

78. If Plaintiffs did not receive tips from customers, they would not be paid any amount whatsoever for the time they spent working for Defendants.

79. Especially on a slow night or due to large fines and high house fees, Entertainers sometimes made no or very little money when working for Defendants and the tips did not even cover their fees and fines.

80. Plaintiffs were not provided with a wage notice informing them of their wage rate.

Facts Establishing Unlawful Deductions/Kickback Claims Under New York Law

81. Plaintiffs, others similarly situated, and members of the proposed Rule 23 Class are required to pay a “house fee” at the beginning of each shift.

82. The house fees are and were established by Defendants and ranged from \$65.00 to \$150.00 per shift and on occasion even more.

83. Each night that they work, Plaintiffs, others similarly situated, and members of the proposed Rule 23 Class are required to pay the House Mom a fee.

84. Plaintiffs understood that they would not be allowed to work if they did not pay Defendants the required fees.

85. Defendants charged Plaintiffs, others similarly situated, and members of the proposed Rule 23 Class fines and penalties for alleged misconduct such as carrying a purse rather than a sack or arriving late on the dance floor. Defendants have demanded and received payments from Plaintiffs, others similarly situated, and members of the proposed Rule 23 Class by requiring them to pay to Defendants a “house fee” as well as other charges and fees, including fines for violation of disciplinary rules.

FLSA COLLECTIVE ACTION

86. Plaintiffs bring the claims pursuant to the FLSA on behalf of: “all persons who worked as ‘Entertainers’ at either Starlets or Lust at any time three years prior to the filing of this Complaint to the entry of judgment in this case.”

87. Plaintiffs and the FLSA Collective Class are victims of Defendants’ widespread, repeated, and consistent illegal policies that have resulted in violations of their rights under the FLSA, 29 U.S.C. § 201 *et seq.*, and that have caused significant damage to Plaintiffs and the FLSA Collective.

88. Defendants have willfully engaged in a pattern of violating the FLSA, 29 U.S.C. § 201 *et seq.* as described in this Complaint in ways including, but not limited to, failing to pay employees the lawfully required wages.

89. Defendants are liable under the FLSA for failing to properly compensate Plaintiffs and the FLSA Collective Class, and, as such, notice should be sent to the FLSA Collective Class. There are numerous similarly situated current and former employees of Defendants who have suffered from the common policies and plans of Defendants, including being denied a minimum wage, and who would benefit from the issuance of a Court supervised notice of the present lawsuit and the opportunity to join in the present lawsuit.

90. Upon information and belief, those similarly situated employees are known to Defendants and are readily identifiable through Defendants' records.

RULE 23 CLASS ALLEGATIONS

91. Class Representatives bring the remaining Claims for Relief, individually, on behalf of all others similarly situated and as a class action pursuant to Rule 23(a) and (b) of the Federal Rules of Civil Procedure. The proposed Rule 23 Class is defined as "all persons who worked for Defendants as 'Entertainers' at any time six years prior to the filing of this Complaint to the entry of judgment in the case."

92. The persons in the proposed Rule 23 Class are so numerous that joinder of all members of the Class is impracticable. While the precise number of class members has not been determined at this time, upon information and belief, Defendants have employed in excess of two hundred (200) individuals as Entertainers during the applicable statute of limitations. The Class Representatives and members of the proposed Rule 23 Class have been equally affected by Defendants' violations of law.

93. There are questions of law and fact common to the proposed Rule 23 Class that predominate over any questions solely affecting individual members of the Class, including but not limited to:

- a. Whether the Defendants improperly misclassified the Class Representatives and members of the proposed Rule 23 Class as independent contractors under the NYLL;
- b. Whether the Defendants failed to pay the Class Representatives and members of the proposed Rule 23 Class a minimum wage in violation of the NYLL;
- c. Whether the Defendants unlawfully deducted from employees' wages through the imposition of "house fees", fines and/or penalties in violation of NYLL § 193;
- d. Whether the Defendants failed to provide Wage Notices and Wage Statements; and,
- e. Whether the Defendants' foregoing conduct constitutes a willful violation of the NYLL.

94. The Class Representatives' claims are typical of those of the members of the proposed Rule 23 Class. The Class Representatives, like the other members of the Class, were subjected to Defendants' policies and willful practices of refusing to pay proper wages, unlawfully demanding and accepting fines and thereby making unlawful deductions from employees' wages for lateness and misconduct. The Class Representatives and members of the proposed Rule 23 Class have sustained similar injuries as a result of the Defendants' actions.

95. The Class Representatives will fairly and adequately protect the interests of the proposed Rule 23 Class. The Class Representatives have retained counsel experienced in complex wage and hour class and collective action litigation as well as discrimination litigation. There are no conflicts between the Class Representatives and the Class they seek to represent.

AS AND FOR A FIRST CAUSE OF ACTION

Failure To Pay Minimum Wage Pursuant To The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* On Behalf Of Plaintiffs And FLSA Collective Class

96. Plaintiffs, on behalf of themselves and the FLSA Collective Class, reallege each and every allegation made in paragraphs 1 through 95 of this Complaint.

97. This claim arises from Defendants' willful violation of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* for failure to pay a minimum wage premium pay to Plaintiffs and the FLSA Collective Class to which they were entitled.

98. The minimum wage provisions of the FLSA, 29 U.S.C. § 201 *et seq.* apply to Defendants and protect Plaintiffs and the FLSA Collective Class.

99. Defendants were not allowed to avail themselves of the federal tipped minimum wage rate under the FLSA, 29 U.S.C. § 201 *et seq.*

100. Defendants, pursuant to their policies and practices, refused and failed to pay a minimum wage to Plaintiffs and the FLSA Collective Class.

101. By failing to compensate Plaintiffs and the FLSA Collective Class, Defendants violated, and continue to violate, their statutory rights under FLSA, 29 U.S.C. § 206.

102. The forgoing conduct, as alleged, constitutes a willful violation of the FLSA, within the meaning of 29 U.S.C. § 255.

103. Plaintiffs and the FLSA Collective Class seek damages in the amount of their respective unpaid wages, liquidated damages as provided under the FLSA, 29 U.S.C. § 216(b), interest, and such other legal and equitable relief as the Court deems proper.

104. Plaintiffs and the FLSA Collective Class seek recovery of attorneys' fees and costs to be paid by Defendants as provided by the FLSA, 29 U.S.C. § 216(b).

AS AND FOR A SECOND CAUSE OF ACTION

**Failure To Pay Minimum Wage Pursuant To The NYLL On Behalf Of Class
Representatives And Members Of The Rule 23 Class**

105. Plaintiffs, on behalf of themselves and the members of the proposed Rule 23 Class, reallege each and every allegation made in paragraphs 1 through 104 of this Complaint.

106. This claim arises from Defendants' willful violation of NYLL § 650 *et seq.* and the supporting New York State Department of Labor Regulations, N.Y. Comp. Codes R. & Regs. tit. 12, § 146-1-3 *et seq.* for failure to pay a minimum wage to the Plaintiffs and the members of the proposed Rule 23 Class to which they were entitled.

107. The minimum wage provisions of the NYLL apply to Defendants and protect the Plaintiffs and members of the proposed Rule 23 Class.

108. Defendants, pursuant to their policies and practices, failed to pay the lawfully required minimum wage to the Plaintiffs and the members of the proposed Rule 23 Class.

109. By failing to pay the minimum wage to the Plaintiffs and the members of the proposed Rule 23 Class, Defendants violated, and continue to violate, their statutory rights under the NYLL.

110. The forgoing conduct, as alleged, constitutes a willful violation of the NYLL.

111. Plaintiffs and the members of the proposed Rule 23 Class have been damaged in an amount to be determined at trial.

AS AND FOR A FOURTH CAUSE OF ACTION

NYLL Section 193 Claim

112. Plaintiffs, on behalf of themselves and the members of the proposed Rule 23 Class, reallege each and every allegation made in paragraphs 1 through 111 of this Complaint.

113. Defendants subjected Plaintiffs to unlawful deductions from wages and otherwise required Plaintiffs to incur expenses, such as fines, to keep their jobs.

114. By deducting wages and requiring that such expenses be incurred by Plaintiffs, Defendants violated the NYLL and NYLL §§ 193, 198-b and N.Y.C.R.R. tit. 12, § 137-2.5 and as amended, N.Y.C.R.R. tit. 12, § 146 *et seq.*

115. Plaintiffs and members of the proposed Rule 23 Class have been damaged in an amount to be determined at trial.

AS AND FOR A FIFTH CAUSE OF ACTION

Failure to Provide Wage Notice and Statements (NYLL § 195)

116. Plaintiffs, on behalf of themselves and the members of the proposed Rule 23 Class, reallege each and every allegation made in paragraphs 1 through 115 of this Complaint.

117. Defendants failed to provide wage notices and statements as required by the NYLL.

118. Plaintiffs and the members of the proposed Rule 23 Class have been damaged in an amount to be determined at trial.

AS AND FOR A SIXTH CAUSE OF ACTION

Violation of Section 1981 of the Civil Rights Act - Starlets

119. Plaintiffs reallege each and every allegation made in paragraphs 1 through 118 of this Complaint.

120. This Cause is brought under Section 1981 of the Civil Rights Act.

121. Defendants' conduct constituted unlawful discrimination against Plaintiffs in the "making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship," and harassment, in violation of Section 1981 of the Civil Rights Act.

122. Defendants' conduct, as alleged herein, was carried out with malice or reckless disregard for Plaintiffs' rights to be free from discrimination and was in violation of Section 1981.

AS AND FOR A SEVENTH CAUSE OF ACTION

Violation of the New York State Human Rights Law – Race and Sex Discrimination - Starlets/Lust

123. Plaintiffs reallege each and every allegation made in paragraphs 1 through 122 of this Complaint.

124. Defendants had a policy, pattern and practice of condoning and encouraging unwelcome acts and verbal comments of a racial and/or sexual nature and otherwise fostering a hostile work environment.

125. Plaintiffs were denied the opportunity to work in specific areas of Starlets where it was possible to earn much higher tips due to their race.

126. Plaintiffs were forced to work in a racially and sexually hostile work environment and were subjected to unlawful discrimination.

127. The racial and/or sexual conduct to which the Plaintiffs were subjected, was both unwelcome and severe or pervasive.

128. Defendants' race and/or sex discrimination of the Plaintiffs was in violation of the New York State Human Rights Law, N.Y. Exec. Law § 290 *et seq.* NO

AS AND FOR AN EIGHTH CAUSE OF ACTION

**Violation of the New York City Human Rights Law – Race and Sex Discrimination –
Starlets/Lust**

129. Plaintiffs reallege each and every allegation made in paragraphs 1 through 128 of this Complaint.

130. Defendants had a policy, pattern and practice of condoning and encouraging unwelcome acts and verbal comments of a racial and/or sexual nature and otherwise fostering a racially hostile work environment.

131. Plaintiffs were denied the opportunity to work in specific areas of Starlets where it was possible to earn much higher tips due to their race.

132. Plaintiffs were forced to work in a racially and/or sexually hostile work environment and were subjected to unlawful discrimination.

133. The racial and/or sexual conduct to which the Plaintiffs were subjected to was both unwelcome and severe or pervasive.

134. Defendants' race and/or sex discrimination of the Plaintiffs was in violation of the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107 *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Gaskin and Stuckey, individually, on behalf of all others similarly situated and on behalf of the proposed Rule 23 Class, pray for judgment against Defendants, as follows:

A. For Certification of this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf of the proposed Rule 23 Class and appoint Class Representatives and their counsel to represent the Class;

B. A preliminary and permanent injunction against Defendants and their directors, officers, owners, agents, successors, employees and representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;

C. Declaring Defendants' conduct complained of herein to be in violation of the Plaintiffs and the putative Class's rights as secured by the NYLL, FLSA, Section 1981, the NYSHRL and the NYCHRL;

D. Directing Defendants to compensate the Plaintiffs and the putative Class for all hours worked;

E. Directing Defendants to pay all earned wages to Plaintiffs and the putative Class;

F. Directing Defendants to repay all amounts deducted from wages to Plaintiffs and the putative Class;

G. Directing Defendants to provide the required wage notices;

H. Directing Defendants to pay Plaintiffs and the putative class additional amounts as liquidated damages because of Defendants' willful violations of the law;

I. Awarding Plaintiffs damages under the NYSHRL and NYCHRL;

J. Awarding Plaintiffs punitive damages under the NYCHRL;

K. Awarding the Plaintiffs damages, including punitive damages, for pain, suffering, humiliation and emotional distress;

L. Awarding Plaintiffs and the putative Class all pre-judgment interest;

M. Awarding Plaintiffs and the putative Class the costs of this action together with reasonable attorneys' fees; and,

N. Granting such other and further relief as this Court deems necessary and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury on all questions of fact raised by the Complaint.

Dated: Jericho, New York
July 16, 2015

Respectfully submitted,

By: _____ /s/
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