

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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STEVEN SUCHOWIESKI; REBECCA-EMMA :  
KAPLAN; DARRIN MORDA; THOMAS BEAULIEU; :  
JAMES BARNES; OLIVER CORREA; LESLIE CUC; :  
ARI FRASER; VANESSA LOWE; ROSA MILAZZO; :  
ERIKA MUGGLIN; CATHERINE PAPAMANOUSAKIS; :  
RYAN PILGER; SARAH PRIBIS, MILES EWELL and :  
LUIS CARDOZO, on behalf of themselves individually and :  
on behalf of all other similarly situated persons, :

Plaintiffs, :

v. :

BROOKLYN EVENTS LLC d/b/a “VERBOTEN;” :  
VERBOTEN CORPORATION; JEN SCHIFFER; and :  
JOHN PEREZ, :

Defendants. :

Civil Action No.:

**CLASS ACTION  
COMPLAINT**

**Jury Trial Demanded**

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**PRELIMINARY STATEMENT**

**“Verboten” (ver-boht-n), adjective: *forbidden, as by law*<sup>1</sup>**

1. Defendant Jen Schiffer and her husband, Defendant John Perez, chose to name their Brooklyn nightclub “Verboten,” a word that means “forbidden, as by law.” Perhaps fittingly, Defendants run Verboten with a complete disregard for the law and have committed a staggering number of unlawful acts against their employees.

2. Defendants’ female employees are subjected to persistent sexual harassment at the hands of Ms. Schiffer. By way of example only, Ms. Schiffer regularly and openly discusses her sex life, including her favorite sexual positions and sexual encounters with her husband John

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<sup>1</sup> <http://www.dictionary.com/browse/verboten>

Perez and other women. Ms. Schiffer even told one female employee, Plaintiff Catherine Papamanousakis, that she wants to start:

**“Fucking men with strap on dildos more often.”**

3. Ms. Schiffer has also attempted pressure female employees into engaging in sexual conduct with her and other males, including her boyfriend, Verboten employee Dylan Schwartz.

4. Ms. Schiffer also permits her boyfriend, Mr. Schwartz, to sexually harass Defendants’ female employees, including Ms. Papamanousakis and Plaintiff Rosa Milazzo, among others. This sexual harassment consists of a barrage of uninvited sexual advances and comments, including:

**“Whenever you are ready just let me know, I eat great pussy,”**

**“Are you having a bad day? You should let me fuck you,”**

**“I am a master at eating pussy,” and**

**“My dick can stay hard for a long time.”**

5. Plaintiff Rebecca-Emma Kaplan also was subjected to inappropriate sexual conduct at the hands of Mr. Schwartz. In addition to inappropriate comments, on one occasion Mr. Schwartz smacked Ms. Kaplan on the buttocks without her consent.

6. Ms. Schiffer has made no effort to prohibit or put an end to Mr. Schwartz’s sexual harassment. Instead, when female employees complained, Ms. Schiffer became jealous at the unwanted attention Mr. Schwartz paid to them, blamed the women who were being harassed and retaliated against them.

7. Indeed, Mr. Schwartz is given *carte blanche* to the point that, on one occasion, he felt free to punch Mr. Perez, Ms. Schiffer's husband, in the face. Mr. Schwartz was not even reprimanded. To the contrary, Mr. Perez was directed to start working from home.

8. Defendants are also engaged in numerous unlawful wage practices that have resulted in substantial damage to Plaintiffs and numerous other employees.

9. Defendants have intentionally withheld, and in many cases continue to withhold, earned wages, gratuities, benefits and other wage supplements from their employees and former employees.

10. As such, Plaintiffs and Defendants' other employees continued and in many cases continue to work and provide services to Defendants with no pay at all, or only partial payment.<sup>2</sup>

11. Even when wages, gratuities, benefits and other wage supplements have been paid, they have frequently been paid days, weeks or even months later than agreed upon, promised and required by law. Moreover, checks provided to Defendants' employees often bounced shortly after being deposited.

12. Ms. Schiffer has actually stolen employee tips that are kept in a safe at the Verboten nightclub.

13. The way in which Ms. Schiffer treats her employees is not inconsistent with the way she treats the patrons of Verboten.

14. Indeed, Ms. Schiffer views her female customers as targets for sex. On many occasions Ms. Schiffer openly stated, in reference to female patrons of the Verboten nightclub, "I'm taking her home" and "You don't even know what I did with her last night," in reference to sexual acts.

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<sup>2</sup> Although the Complaint often refers to conduct in the past tense for ease of reading, the unlawful conduct alleged herein is continuing and ongoing.

15. Ms. Schiffer and Mr. Schwartz viewed sex with female patrons as a competition, and Ms. Schiffer would often call “dibs” on female patrons with certain hair colors. For his part, Mr. Schwartz also openly discussed sexual exploits that he purportedly had with female patrons of Verboten, including those who he claimed:

**“Sucked his dick all night.”**

16. Defendants also rip off their customers as they do their employees through a litany of improper conduct, including by filling premium liquor bottles with well liquor in order to trick customers into believing they are actually receiving premium liquor for the money they are spending.

17. Finally, Defendants’ penchant for unlawful conduct and discrimination towards protected groups is also demonstrated in that they systematically discriminate against their Black customers. Indeed, when Plaintiff Darrin Morda booked a private event that was attended by a number of Black patrons, Ms. Schiffer became furious and screamed at Mr. Morda:

**“What are all these Black people doing here?”**

**“You cannot book a book a Black people party!”**

18. Mr. Morda repeatedly objected, but Ms. Schiffer insisted that Black customers would not be permitted to hold and attend private events at Verboten, in part because she purportedly told Brooklyn’s Community Board No. 1:

**“We are not having Black people parties!”**

19. Mr. Morda complained about this conduct and no corrective action was ever taken, even further demonstrating that Defendants were going to run their business their way, and in a verboten manner.

20. As such, Plaintiffs bring this action on behalf of themselves individually and the members of the FLSA Collective (as defined below) pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”) to recover damages on account of Defendants’ unlawful failure to pay: (i) the minimum wage; and (ii) premium overtime compensation.

21. Plaintiffs also bring this action on behalf of themselves individually and the members of the NYLL Class (as defined below) pursuant to New York Labor Law §§ 190 *et seq.* and §§ 650 *et seq.* (“NYLL”), as well as the NYLL’s related regulations, to recover damages on account of Defendants’ unlawful: (i) failure to pay the minimum wage; (ii) failure to pay premium overtime compensation; (iii) failure to make “spread of hours” payments; (iv) deductions from wages; (v) failure to make wage payments with the requisite frequency; (vi) failure to make wage payments in accordance with the agreed upon terms of payment; and (vii) retention of gratuities. These claims are brought as a class action pursuant to Article 9 of the New York Civil Practice Law and Rules (“CPLR”) and Federal Rule of Civil Procedure (“FRCP”) 23.

22. Plaintiffs also bring this action on behalf of themselves individually and the members of the New York Common Law Class (as defined below) to recover for intentional, reckless and/or negligent fraudulent misrepresentations and promises made by Defendants regarding the payment of wages, benefits and other wage supplements, as well as to recover for Defendants’ unjust enrichment and breach of contracts with Plaintiffs and the members of the New York Common Law Class. These claims are brought as a class action pursuant to Article 9 of the CPLR and FRCP 23.

23. Finally, Plaintiffs Rosa Milazzo and Catherine Papamanousakis bring claims against Defendants to recover damages suffered as a result of the sexually hostile work

environment in which they were forced to work in violation of the New York State Human Rights Law, N.Y. Executive Law §§ 290 *et seq.* (“NYSHRL”) and the New York City Human Rights Law, N.Y. City Administrative Code §§ 8-101 *et seq.* (“NYCHRL”).

### **JURISDICTION AND VENUE**

24. Pursuant to 28 U.S.C. §§ 1331 and 1343, the Court has subject matter jurisdiction over this action because this action involves federal questions regarding the deprivation of Plaintiffs’ rights under the FLSA and the Internal Revenue Code. Pursuant to 28 U.S.C. § 1367(a), the Court has supplemental jurisdiction over Plaintiffs’ related claims under the NYLL, New York State common law, the NYSHRL and the NYCHRL.

25. Pursuant to 28 U.S.C. § 1391(a), venue is proper in this district because Defendants are doing business in this district and a substantial part of the events or omissions giving rise to this action occurred in this district.

### **ADMINISTRATIVE REQUIREMENTS**

26. Plaintiffs Rosa Milazzo and Catherine Papamanousakis will file charges with the Equal Opportunity Employment Commission alleging discrimination on the basis of gender in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* (“Title VII”). Following receipt of their Notices of Right to Sue, Plaintiffs Rosa Milazzo and Catherine Papamanousakis will seek leave to amend the Complaint herein to add claims under Title VII.

27. Within ten days of the filing of this Complaint, a copy of this Complaint will be served both on the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of the New York City Administrative Code § 8-502(c).

28. Any and all other prerequisites to the filing of this suit have been met.

## PARTIES

29. Plaintiff Steven Suchowieski is a resident of the State of New York who worked at Defendants' Verboten nightclub from March 2014 to December 2015. Mr. Suchowieski also worked off-premises for Defendants at various events and festivals. At all relevant times, Mr. Suchowieski was an "employee" of Defendants within the meaning of all applicable statutes.

30. Plaintiff Rebecca-Emma Kaplan is a resident of the State of New York who worked at Defendants' Verboten nightclub from April 2014 to July 2015. Ms. Kaplan also worked off-premises for Defendants at various events and festivals. At all relevant times, Ms. Kaplan was an "employee" of Defendants within the meaning of all applicable statutes.

31. Plaintiff Darrin Morda is a resident of the State of New York who worked at Defendants' Verboten nightclub from March 2014 to September 2014. At all relevant times, Mr. Morda was an "employee" of Defendants within the meaning of all applicable statutes.

32. Plaintiff Thomas Beaulieu is a resident of the State of New York who worked at Defendants' Verboten nightclub from March 2014 to September 2014. At all relevant times, Mr. Beaulieu was an "employee" of Defendants within the meaning of all applicable statutes.

33. Plaintiff James Barnes is a resident of the State of Connecticut who worked at Defendants' Verboten nightclub from March 2014 to October 2015. Prior to working for Defendants' Verboten nightclub, Mr. Barnes worked as an employee of Defendants Verboten Corporation, Jen Schiffer and John Perez. At all relevant times, Mr. Barnes was an "employee" of Defendants within the meaning of all applicable statutes.

34. Plaintiff Oliver Correa is a resident of the State of New York who worked at Defendants' Verboten nightclub from March 2014 to December 2014. Prior to working for Defendants' Verboten nightclub, Mr. Correa worked as an employee of Defendants Verboten

Corporation, Jen Schiffer and John Perez. At all relevant times, Mr. Correa was an “employee” of Defendants within the meaning of all applicable statutes.

35. Plaintiff Leslie Cuc is a resident of the State of New York who worked at Defendants’ Verboten nightclub from March 2014 to February 2016. Ms. Cuc also worked off-premises for Defendants at various events and festivals. At all relevant times, Ms. Cuc was an “employee” of Defendants within the meaning of all applicable statutes.

36. Plaintiff Ari Fraser is a resident of the State of New York who has worked at Defendants’ Verboten nightclub from March 2014 to the present. Ms. Fraser also worked off-premises for Defendants at various events and festivals. At all relevant times, Ms. Fraser was and is an “employee” of Defendants within the meaning of all applicable statutes.

37. Plaintiff Vanessa Lowe is a resident of the State of Connecticut who worked at Defendants’ Verboten nightclub from May 2015 to December 2015. At all relevant times, Ms. Lowe was an “employee” of Defendants within the meaning of all applicable statutes.

38. Plaintiff Rosa Milazzo is a resident of the State of New York who has worked at Defendants’ Verboten nightclub from June 2014 to March 2016. Ms. Milazzo also worked off-premises for Defendants at various events and festivals. At all relevant times, Ms. Milazzo was and is an “employee” of Defendants within the meaning of all applicable statutes.

39. Plaintiff Erika Mugglin is a resident of the State of California who worked at Defendants’ Verboten nightclub from June 2014 to December 2015. Ms. Mugglin also worked off-premises for Defendants at various events and festivals. At all relevant times, Ms. Mugglin was an “employee” of Defendants within the meaning of all applicable statutes.

40. Plaintiff Catherine Papamanousakis is a resident of the State of California who worked at Defendants’ Verboten nightclub from August 2014 to September 2015. Ms.



Papamanousakis also worked off-premises for Defendants at various events and festivals. At all relevant times, Ms. Papamanousakis was an “employee” of Defendants within the meaning of all applicable statutes.

41. Plaintiff Ryan Pilger is a resident of the State of New York who worked at Defendants’ Verboten nightclub from March 2014 to February 2016. Mr. Pilger also worked off-premises for Defendants at various events and festivals. At all relevant times, Mr. Pilger was an “employee” of Defendants within the meaning of all applicable statutes.

42. Plaintiff Sarah Pribis is a resident of the State of New York who has worked at Defendants’ Verboten nightclub from March 2014 to the present. Ms. Pribis also worked off-premises for Defendants at various events and festivals. At all relevant times, Ms. Pribis was and is an “employee” of Defendants within the meaning of all applicable statutes.

43. Plaintiff Miles Ewell is a resident of the State of New York who has worked at Defendants’ Verboten nightclub from July 2015 to the present. At all relevant times, Mr. Ewell was and is an “employee” of Defendants within the meaning of all applicable statutes.

44. Plaintiff Louis Cardozo is a resident of the State of New York who has worked at Defendants’ Verboten nightclub from May 2015 to February 2016. At all relevant times, Mr. Ewell was and is an “employee” of Defendants within the meaning of all applicable statutes.

45. Defendant Brooklyn Events LLC d//b/a “Verboten” is a New York limited liability company with a principal place of business in Brooklyn, New York. At all relevant times, Brooklyn Events LLC was an “employer” of Plaintiffs and the members of the FLSA Collective, NYLL Class and New York Common Law Class within the meaning of all applicable statutes.

46. Defendant Verboten Corporation is a New York Corporation with a principal place of business in Brooklyn, New York. At all relevant times, Verboten Corporation was an “employer” of Plaintiffs and the members of the FLSA Collective, NYLL Class and New York Common Law Class within the meaning of all applicable statutes.

47. Defendant Jen Schiffer is a Founder and Operating Partner of Defendants Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation. At all relevant times, Ms. Schiffer was an “employer” of Plaintiffs and the members of the FLSA Collective, NYLL Class New York Common Law Class within the meaning of all applicable statutes. At all relevant times, Ms. Schiffer determined the policies and practices of Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation, including, but not limited to, the manner in which employees are compensated. Ms. Schiffer also: (i) owned and operated Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation; (ii) controlled the work and wage payment conditions and methods, including the conditions described hereon, for employees of Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation; (iii) had the power and authority to hire and fire employees of Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation, including, but not limited to, Plaintiffs; and (iv) had budgetary authority over Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation. Ms. Schiffer was directly involved in making, and actually made, the decisions that resulted in violations of the FLSA, NYLL, New York common law, NYSHRL and NYCHRL.

48. Defendant John Perez is a Founder and Operating Partner of Defendants Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation. At all relevant times, Mr. Perez was an “employer” of Plaintiffs and the members of the FLSA Collective, NYLL Class and New York Common Law Class within the meaning of all applicable statutes. At all relevant times,

Mr. Perez determined the policies and practices of Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation, including, but not limited to, the manner in which employees are compensated. Mr. Perez also: (i) owned and operated Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation; (ii) controlled the work and wage payment conditions and methods, including the conditions described hereon, for employees of Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation; (iii) had the power and authority to hire and fire employees of Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation, including, but not limited to, Plaintiffs; and (iv) had budgetary authority over Brooklyn Events LLC d//b/a “Verboten” and Verboten Corporation. Mr. Perez was directly involved in making, and actually made, the decisions that resulted in violations of the FLSA, NYLL, New York common law, NYSHRL and NYCHRL.

#### **FLSA COLLECTIVE ACTION ALLEGATIONS**

49. Plaintiffs bring their FLSA claims as a collective action pursuant to § 216(b) of the FLSA on behalf of themselves individually and on behalf of all other similarly-situated employees who were/are employed by Defendants and were/are not paid: (i) the prevailing minimum wage for all hours worked; and (ii) paid premium overtime compensation for all hours worked in excess of 40 hours per week (the “FLSA Collective”).

50. The members of the FLSA Collective were paid in the same manner and under the same common policies, plans and practices as Plaintiffs described herein.

51. Plaintiffs and the members of the FLSA Collective have been subjected to the same unlawful policies, plans and practices, including Defendants’ failure to pay: (i) the prevailing minimum wage for all hours worked; and (ii) premium overtime compensation for all hours worked in excess of 40 hours per week.

52. Defendants were fully aware that Plaintiffs and the members of the FLSA Collective were not exempt from the minimum wage or overtime provisions of the FLSA, because, *inter alia*, Defendants were aware that Plaintiffs and the members of the FLSA Collective: (i) did not perform exempt duties; and/or (ii) were not paid on a “salary basis” as they did not regularly receive, each pay period, a predetermined amount of compensation; and/or (iii) were not paid on a “salary basis” because they were not actually paid \$455 per week; and/or (iv) were not treated as salaried employees because their compensation was reduced depending on the quantity of work performed.

53. As a result of Defendants’ conduct as alleged herein, Defendants violated the FLSA by not paying Plaintiffs and the members of the FLSA Collective: (i) the prevailing minimum wage for all hours worked; and (ii) premium overtime compensation for all hours worked in excess of 40 hours per week.

54. Defendants’ violations of the FLSA were willful, repeated, knowing, intentional and without a good faith basis, and significantly damaged Plaintiffs and the members of the FLSA Collective.

55. As a result of Defendants’ conduct, Defendants are liable to Plaintiffs and the members of the FLSA Collective for the full amount of their unpaid minimum wages, plus an additional equal amount as liquidated damages, plus the attorneys’ fees and costs incurred by Plaintiffs and the members of the FLSA Collective.

56. As a result of Defendants’ conduct, Defendants are liable to Plaintiffs and the members of the FLSA Collective for the full amount of unpaid premium overtime compensation, plus an additional equal amount as liquidated damages, plus the attorneys’ fees and costs incurred by Plaintiffs and the members of the FLSA Collective.

57. While the exact number of members of the FLSA Collective is unknown to Plaintiffs at the present time, upon information and belief, there are at least 50 other similarly-situated persons who were employed by Defendants during the relevant period.

58. Plaintiffs are currently unaware of the identities of all the members of the FLSA Collective. Accordingly, Defendants should be required to provide Plaintiffs with a list of all similarly-situated persons employed by Defendants who were not paid the minimum wage for all hours worked and premium overtime compensation for all hours worked in excess of 40 hours per week, along with their last known addresses, telephone numbers and email addresses so Plaintiffs can give the members of the FLSA Collective notice of this action and an opportunity to make an informed decision about whether to participate in it.

### **RULE 23 CLASS ACTION ALLEGATIONS**

#### **I. New York Labor Law Class**

59. Plaintiffs bring their New York Labor Law claims as a class action pursuant to FRCP 23 on behalf of themselves individually and on behalf of all persons employed by Defendants who were subjected to Defendants' unlawful: (i) failure to pay the minimum wage; (ii) failure to pay premium overtime compensation; (iii) failure to make "spread of hours" payments; (iv) deductions from wages; (v) failure to make wage payments with the requisite frequency; (vi) failure to make wage payments in accordance with the agreed upon terms of payment; and (vii) retention of gratuities (the "NYLL Class").

60. Plaintiffs and the members of the NYLL Class were subjected to Defendants' unlawful: (i) failure to pay the minimum wage; (ii) failure to pay premium overtime compensation; (iii) failure to make "spread of hours" payments; (iv) deductions from wages; (v) failure to make wage payments with the requisite frequency; (vi) failure to make wage payments in accordance with the agreed upon terms of payment; and (vii) retention of gratuities.

61. The members of the NYLL Class are so numerous that joinder of all members is impracticable. Upon information and belief, the size of the NYLL Class is more than 60 individuals.

62. The claims of Plaintiffs described herein are typical of the claims of the members of the NYLL Class they seek to represent.

63. Plaintiffs will fairly and adequately represent and protect the interests of the members of the NYLL Class and have retained counsel competent and experienced in complex class actions and employment litigation.

64. Common questions of law and fact exist as to all members of the NYLL Class and predominate over any questions affecting only individual members of the NYLL Class. These common questions of law and fact include, but are not limited to, the following:

- (i) Whether Defendants employed Plaintiffs and the members of the NYLL Class within the meaning of the NYLL;
- (ii) Whether Defendants failed to pay Plaintiffs and the members of the NYLL Class the minimum wage for all hours worked;
- (iii) Whether Defendants failed to pay premium overtime compensation to Plaintiffs and the members of the NYLL Class for all hours worked in excess of 40 hours per week;
- (iv) Whether Defendants failed to pay Plaintiffs and the members of the NYLL Class their wages for all hours worked as required by the NYLL;
- (v) Whether Defendants made unlawful deductions from the wages of Plaintiffs and the members of the NYLL Class;
- (vi) Whether Defendants failed to make “spread of hours” payments as required by the NYLL;
- (vii) Whether Defendants failed to make wage payments with the requisite frequency to Plaintiffs and the members of the NYLL Class;

- (viii) Whether Defendants' unlawfully retained the gratuities of Plaintiffs and the members of the NYLL Class; and
- (ix) Whether Defendants' violations of the NYLL were willful.

65. A class action is superior to other available means for the fair and efficient adjudication of Plaintiffs' claims and the claims of the members of the NYLL Class. There will be no difficulty in the management of this action as a class action. The cost of proving Defendants' violations of the NYLL makes it impracticable for Plaintiffs and the members of the NYLL Class to pursue their claims individually. Maintenance of a class action promotes judicial economy by consolidating a large class of plaintiffs litigating identical claims. The claims of the members of the NYLL Class interrelate such that the interests of the members will be fairly and adequately protected in their absence.

## **II. New York Common Law Class**

66. Plaintiffs bring their New York State common law claims as a class action pursuant to FRCP 23 on behalf of themselves and on behalf of all persons employed by Defendants within the State of New York who were subjected to Defendants' contract breaches and intentional, reckless and/or negligent conduct with regard to fraudulent misrepresentations and/or promises regarding the payment of wages, benefits and other wage supplements (the "New York Common Law Class").

67. Plaintiffs and the members of the New York Common Law Class were subjected to Defendants' contract breaches and intentional, reckless and/or negligent conduct with regard to fraudulent misrepresentations and/or promises regarding the payment of wages, benefits and other wage supplements as described herein.

68. The members of the New York Common Law Class are so numerous that joinder of all members is impracticable. Upon information and belief, the size of the New York Common Law Class is more than 60 individuals.

69. The claims of Plaintiffs are typical of the claims of the members of the New York Common Law Class they seek to represent.

70. Plaintiffs will fairly and adequately represent and protect the interests of the members of the New York Common Law Class and have retained counsel competent and experienced in complex class actions and employment litigation.

71. Common questions of law and fact exist as to all members of the New York Common Law Class, and predominate over any questions affecting only individual members of the New York Common Law Class. These common questions of law and fact include, but are not limited to, the following:

- (j) Whether Plaintiffs and the members of the New York Common Law Class have entered into enforceable contracts with Defendants pursuant to which Defendants agreed to and were obligated to provide Plaintiffs and the members of the New York Common Law Class with wages, benefits and other wage supplements;
- (ii) Whether Defendants have breached these contracts by failing to provide such wages, benefits and other wage supplements to Plaintiffs and the members of the New York Common Law Class;
- (iii) Whether Defendants have made misrepresentations to Plaintiffs and the members of the New York Common Law Class with respect to payment of wages, benefits and other wage supplements;
- (iv) Whether Defendants have made and/or are making misrepresentations of material fact to Plaintiffs and the members of the New York Common Law Class;



- (v) Whether Defendants' misrepresentations to Plaintiffs and the members of the New York Common Law Class have been made with scienter;
- (vi) Whether Defendants' misrepresentations to Plaintiffs and the members of the New York Common Law Class have been made and/or are being made for the purpose of inducing reliance;
- (vii) Whether Plaintiffs and the members of the New York Common Law Class have reasonably and justifiably relied on Defendants' misrepresentations;
- (viii) Whether it was reasonably foreseeable to Defendants that Plaintiffs and the members of the New York Common Law Class would rely on Defendants' misrepresentations;
- (ix) Whether Defendants have made clear and unambiguous promises to Plaintiffs and the members of the New York Common Law Class to pay wages, benefits and other wage supplements;
- (x) Whether Defendants' promises to Plaintiffs and the members of the New York Common Law Class have been made and/or are being made for the purpose of inducing reliance;
- (xi) Whether Plaintiffs and the members of the New York Common Law Class have reasonably and justifiably relied on Defendants' promises;
- (xii) Whether it was reasonably foreseeable to Defendants that Plaintiffs and the members of the New York Common Law Class would rely on Defendants' promises;
- (xiii) Whether Plaintiffs and the members of the New York Common Law Class suffered damages as a result of Defendants' tortious conduct and breach of contract; and
- (xiv) Whether Defendants' tortious conduct was willful, intentional and made with a criminal-like indifference to the rights of Plaintiffs and the members of the New York Common Law Class.

72. A class action is superior to other available means for the fair and efficient adjudication of Plaintiffs' claims and the claims of the members of the New York Common Law Class. There will be no difficulty in the management of this action as a class action. The cost of proving Defendants' violations of New York law makes it impracticable for Plaintiffs and the members of the New York Common Law Class to pursue their claims individually. Maintenance of a class action promotes judicial economy by consolidating a large class of plaintiffs litigating identical claims. The claims of the members of the New York Common Law Class interrelate such that the interests of the members will be fairly and adequately protected in their absence.

### **FACTUAL ALLEGATIONS**

#### **I. STEVEN SUCHOWIESKI**

73. Plaintiff Steven Suchowieski was employed by Defendants from March 2014 to December 2015. During that time, Mr. Suchowieski worked at the Verboten nightclub as a doorman and in the back office, scheduled front desk, reception and door staff and assisted in closing out the nightclub. Mr. Suchowieski also worked for Defendants at various events and festivals.

#### **Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment<sup>3</sup>**

74. Defendants offered Mr. Suchowieski employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for his work and services.

75. Mr. Suchowieski accepted Defendants' offer and entered into an enforceable contract with Defendants whereby he agreed to provide work and services to Defendants and, in

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<sup>3</sup> These subheadings are intended to aid in the construction of the Complaint. However, allegations under any particular sub-heading may be applicable to other sub-headings as well.

exchange, Defendants agreed to compensate him with, *inter alia*, wages, benefits and other wage supplements.

76. Thus, there was a meeting of the minds between Mr. Suchowieski and Defendants with regard to the material terms of the contract.

77. Mr. Suchowieski performed all of his contractual obligations, while Defendants did not perform all of their contractual obligations.

78. Specifically, Defendants breached the contract with Mr. Suchowieski by, *inter alia*, failing to compensate Mr. Suchowieski with all of his wages, benefits and other wage supplements.

79. Mr. Suchowieski was simply not paid any compensation, benefits or wage supplements for certain portions of his employment, including wages.

80. Defendants also repeatedly made material misrepresentations to Mr. Suchowieski by repeatedly telling him that he would be paid all of his wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Mr. Suchowieski all of his wages, benefits and other wage supplements.

81. Mr. Suchowieski reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of his wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

82. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Mr. Suchowieski's wages, benefits and other wage supplements, and that Mr. Suchowieski would rely upon their misrepresentations and promises.

83. Mr. Suchowieski is still owed wages.

## FLSA and NYLL Violations

84. During Mr. Suchowieski's employment, Defendants often failed to make timely wage payments.

85. Defendants' untimely wage payments to Mr. Suchowieski were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

86. Defendants often made wage payments to Mr. Suchowieski several days, weeks or even months late.

87. Mr. Suchowieski did not consent to these late, untimely wage payments.

88. To the contrary, Mr. Suchowieski complained about Defendants' repeated failure to make payroll in a timely fashion.

89. In December 2015, Mr. Suchowieski was separated from employment with Defendants. On Mr. Suchowieski's separation date, Defendants owed him, *inter alia*, earned wages for work he had already performed.

90. Defendants failed to pay the wages due to Mr. Suchowieski in the next regular pay period following the separation of his employment.

91. To date, Defendants have failed to pay Mr. Suchowieski all wages and other agreed upon compensation due.

92. Defendants made unlawful deductions from Mr. Suchowieski's wages by retaining part or all of Mr. Suchowieski's pay during many pay periods and simply not paying Mr. Suchowieski any wages at all for periods of time.

93. Defendants also often failed to pay Mr. Suchowieski any wages at all when he worked for Defendants off-site at an event or festival.

94. Defendants also failed to pay Mr. Suchowieski any wages at all for periods in which he was required to work before and after his shift.

95. For the periods of time for which Defendants provided Mr. Suchowieski with no wage payments, Mr. Suchowieski was denied minimum wage.

96. Moreover, Mr. Suchowieski often worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours he worked in excess of 40.

97. Mr. Suchowieski also often worked for more than ten hours in single shift or day but was never provided any “spread of hours” payment.

### Sexual Harassment

98. During Mr. Suchowieski’s employment he became aware of sexual harassment being committed against Defendants’ female employees.

99. In particular, Mr. Suchowieski became aware that Dylan Schwartz, a staffer at Verboten who was having an affair with Ms. Schiffer, made repeated, offensive, harassing and sexually vulgar comments to many female employees, including, *inter alia*, “Whenever you are ready just let me know, I eat great pussy,” “Are you having a bad day? You should let me fuck you,” “I am the best at eating pussy,” and many similar inappropriate comments that created a hostile work environment for female employees.

## **II. REBECCA-EMMA KAPLAN**

100. Plaintiff Rebecca-Emma Kaplan was employed by Defendants from April 2014 to July 2015. During that time, Ms. Kaplan worked at the Verboten nightclub in its marketing and production departments. Ms. Kaplan had responsibilities relating to the graphic design of, *inter alia*, marketing materials, banners, menus and signage, as well as décor design. Ms. Kaplan also worked for Defendants at various events and festivals.

Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment

101. Defendants offered Ms. Kaplan employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for her work and services.

102. Ms. Kaplan accepted Defendants' offer and entered into an enforceable contract with Defendants whereby she agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate her with, *inter alia*, wages, benefits and other wage supplements.

103. Thus, there was a meeting of the minds between Ms. Kaplan and Defendants with regard to the material terms of the contract.

104. Ms. Kaplan performed all of her contractual obligations, while Defendants did not perform all of their contractual obligations.

105. Specifically, Defendants breached the contract with Ms. Kaplan by, *inter alia*, failing to compensate Ms. Kaplan with all of her wages, benefits and other wage supplements.

106. Ms. Kaplan was simply not paid any compensation, benefits or wage supplements for certain portions of her employment, including wages and expense reimbursements.

107. Defendants also repeatedly made material misrepresentations to Ms. Kaplan by repeatedly telling her that she would be paid all of her wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Ms. Kaplan all of her wages, benefits and other wage supplements.

108. Ms. Kaplan reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of her wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

109. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Ms. Kaplan's wages, benefits and other wage supplements, and that Ms. Kaplan would rely upon their misrepresentations and promises.

110. Ms. Kaplan is still owed wages and expense reimbursements.

#### FLSA and NYLL Violations

111. During Ms. Kaplan's employment, Defendants often failed to make timely wage payments.

112. Defendants' untimely wage payments to Ms. Kaplan were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

113. Defendants often made wage payments to Ms. Kaplan several days, weeks or even months late.

114. Ms. Kaplan did not consent to these late, untimely wage payments.

115. To the contrary, Ms. Kaplan complained about Defendants' repeated failure to make payroll in a timely fashion.

116. In July 2015, Ms. Kaplan was separated from employment with Defendants. On Ms. Kaplan's separation date, Defendants owed her, *inter alia*, earned wages for work she had already performed as well as expense reimbursements.

117. Defendants failed to pay the wages and expense reimbursements due to Ms. Kaplan in the next regular pay period following the separation of her employment.

118. To date, Defendants have failed to pay Ms. Kaplan all wages, expense reimbursements and other agreed upon compensation due.

119. Defendants made unlawful deductions from Ms. Kaplan's wages by retaining part or all of Ms. Kaplan's pay during many pay periods and simply not paying Ms. Kaplan any wages or expense reimbursements at all for periods of time.

120. Defendants also often failed to pay Ms. Kaplan any wages at all when she worked for Defendants off-site at an event or festival.

121. For the periods of time for which Defendants provided Ms. Kaplan with no wage payments, Ms. Kaplan was denied minimum wage.

122. Moreover, Ms. Kaplan often worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours she worked in excess of 40.

123. Ms. Kaplan also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

#### Sexual harassment

124. Plaintiff Rebecca-Emma Kaplan also was subjected to inappropriate sexual conduct at the hands of Mr. Schwartz. In addition to inappropriate comments, on one occasion Mr. Schwartz smacked Ms. Kaplan on the buttocks without her consent.

### **III. DARRIN MORDA**

125. Plaintiff Darrin Morda was employed by Defendants from March 2014 to September 2014. During that time, Mr. Morda worked at the Verboten nightclub as the Director of Corporate Events and was responsible for, *inter alia*, assisting in the booking of private events and developing and maintaining client relationships.

#### Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment<sup>4</sup>

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<sup>4</sup> These subheadings are intended to aid in the construction of the Complaint. However, allegations under any particular sub-heading may be applicable to other sub-headings as well.



126. Defendants offered Mr. Morda employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for his work and services.

127. Mr. Morda accepted Defendants' offer and entered into an enforceable contract with Defendants whereby he agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate him with, *inter alia*, wages, benefits and other wage supplements.

128. Thus, there was a meeting of the minds between Mr. Morda and Defendants with regard to the material terms of the contract.

129. Mr. Morda performed all of his contractual obligations, while Defendants did not perform all of their contractual obligations.

130. Specifically, Defendants breached the contract with Mr. Morda by, *inter alia*, failing to compensate Mr. Morda with all of his wages, commissions, expense reimbursements, benefits and other wage supplements.

131. Mr. Morda was simply not paid any compensation, benefits or wage supplements for certain aspects of his employment, including commissions and expense reimbursements.

132. Defendants also repeatedly made material misrepresentations to Mr. Morda by repeatedly telling him that he would be paid all of his wages, commissions, expense reimbursements, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Mr. Morda all of his wages, commissions, expense reimbursements, benefits and other wage supplements.

133. Mr. Morda reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of his wages, commissions, expense reimbursements, benefits

and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

134. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Mr. Morda's wages, commissions, expense reimbursements, benefits and other wage supplements, and that Mr. Morda would rely upon their misrepresentations and promises.

135. Mr. Morda is still owed wages, commissions and expense reimbursements.

#### FLSA and NYLL Violations

136. During Mr. Morda's employment, Defendants often failed to make timely wage and commission payments.

137. Defendants' untimely wage and commission payments to Mr. Morda were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than on a monthly basis.

138. Defendants often made wage payments to Mr. Morda several days, weeks or even months late.

139. Mr. Morda did not consent to these late, untimely wage payments.

140. To the contrary, Mr. Morda complained about Defendants' repeated failure to make payroll in a timely fashion.

141. In September 2015, Mr. Morda was separated from employment with Defendants. On Mr. Morda's separation date, Defendants owed him, *inter alia*, earned wages for work he had already performed, including commissions, as well as expense reimbursements.

142. Defendants failed to pay the commissions and expense reimbursements due to Mr. Morda in the next regular pay period following the separation of his employment.

143. To date, Defendants have failed to pay Mr. Morda all commissions, expense reimbursements and other agreed upon compensation due.

144. Defendants made unlawful deductions from Mr. Morda's wages by retaining part or all of Mr. Morda's pay during many pay periods and simply not paying Mr. Morda any wages at all for periods of time.

145. For the periods of time for which Defendants provided Mr. Morda with no wage payments, Mr. Morda was denied minimum wage.

146. Mr. Morda also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

#### Additional Breach of Contract

147. In February 2015, Mr. Morda and Mr. Beaulieu entered into a binding, written and signed agreement with Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation wherein Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation agreed to pay Mr. Morda and Mr. Beaulieu certain compensation. Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation failed to pay such compensation, thereby breaching the agreement.

#### **IV. THOMAS BEAULIEU**

148. Plaintiff Thomas Beaulieu was employed by Defendants from March 2014 to September 2014. During that time, Mr. Beaulieu worked at the Verboten nightclub assisting with, *inter alia*, the operations of the venue, staffing, maintaining appropriate levels of food and drink supplies and maintaining the venue.

## Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment

149. Defendants offered Mr. Beaulieu employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for his work and services.

150. Mr. Beaulieu accepted Defendants' offer and entered into an enforceable contract with Defendants whereby he agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate him with, *inter alia*, wages, benefits and other wage supplements.

151. Thus, there was a meeting of the minds between Mr. Beaulieu and Defendants with regard to the material terms of the contract.

152. Mr. Beaulieu performed all of his contractual obligations, while Defendants did not perform all of their contractual obligations.

153. Specifically, Defendants breached the contract with Mr. Beaulieu by, *inter alia*, failing to compensate Mr. Beaulieu with all of his wages, expense reimbursements, benefits and other wage supplements.

154. Mr. Beaulieu was simply not paid any compensation, expense reimbursements, benefits or wage supplements for certain portions of his employment, including wages.

155. Defendants also repeatedly made material misrepresentations to Mr. Beaulieu by repeatedly telling him that he would be paid all of his wages, expense reimbursements, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Mr. Beaulieu all of his wages, expense reimbursements, benefits and other wage supplements.

156. Mr. Beaulieu reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of his wages, expense reimbursements, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

157. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Mr. Beaulieu's wages, expense reimbursements, benefits and other wage supplements, and that Mr. Beaulieu would rely upon their misrepresentations and promises.

158. Mr. Beaulieu is still owed wages.

#### FLSA and NYLL Violations

159. During Mr. Beaulieu's employment, Defendants often failed to make timely wage payments.

160. Defendants' untimely wage payments to Mr. Beaulieu were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

161. Defendants often made wage payments to Mr. Beaulieu several days, weeks or even months late.

162. Mr. Beaulieu did not consent to these late, untimely wage payments.

163. To the contrary, Mr. Beaulieu complained about Defendants' repeated failure to make payroll in a timely fashion.

164. In September 2014, Mr. Beaulieu was separated from employment with Defendants. On Mr. Beaulieu's separation date, Defendants owed him, *inter alia*, earned wages for work he had already performed, as well as expense reimbursements.

165. Defendants failed to pay the wages and expense reimbursements due to Mr. Beaulieu in the next regular pay period following the separation of his employment.

166. To date, Defendants have failed to pay Mr. Beaulieu all wages, expense reimbursements and other agreed upon compensation due.

167. Defendants made unlawful deductions from Mr. Beaulieu's wages by retaining part or all of Mr. Beaulieu's pay during many pay periods and simply not paying Mr. Beaulieu any wages at all for periods of time.

168. Additionally, Mr. Beaulieu's employment agreement specifies that his compensation is given in exchange for 20 hours of work per week. However, Defendants often required Mr. Beaulieu to work more than 20 hours per week. Mr. Beaulieu was provided no compensation for this additional work.

169. For the periods of time for which Defendants provided Mr. Beaulieu with no wage payments, Mr. Beaulieu was denied minimum wage.

170. Mr. Beaulieu also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

#### Additional Breach of Contract

171. In February 2015, Mr. Beaulieu and Mr. Morda entered into a binding, written and signed agreement with Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation wherein Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation agreed to pay Mr. Beaulieu and Mr. Morda certain compensation. Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation failed to pay such compensation, thereby breaching the agreement.

V. **JAMES BARNES**

172. Plaintiff James Barnes was employed by Defendants from March 2014 to October 2015. During that time, Mr. Barnes worked at the Verboten nightclub as its Video Director and as a Video Jockey.

**Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment**

173. Defendants offered Mr. Barnes employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for his work and services.

174. Mr. Barnes accepted Defendants' offer and entered into an enforceable contract with Defendants whereby he agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate him with, *inter alia*, wages, benefits and other wage supplements.

175. Thus, there was a meeting of the minds between Mr. Barnes and Defendants with regard to the material terms of the contract.

176. Mr. Barnes performed all of his contractual obligations, while Defendants did not perform all of their contractual obligations.

177. Specifically, Defendants breached the contract with Mr. Barnes by, *inter alia*, failing to compensate Mr. Barnes with all of his wages, benefits and other wage supplements.

178. Mr. Barnes was simply not paid any compensation, benefits or wage supplements for certain portions of his employment, including wages.

179. Defendants also repeatedly made material misrepresentations to Mr. Barnes by repeatedly telling him that he would be paid all of his wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Mr. Barnes all of his wages, benefits and other wage supplements.

180. Mr. Barnes reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of his wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

181. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Mr. Barnes's wages, benefits and other wage supplements, and that Mr. Barnes would rely upon their misrepresentations and promises.

182. Mr. Barnes is still owed wages, as well as compensation for paid vacation time.

#### FLSA and NYLL Violations

183. During Mr. Barnes's employment, Defendants often failed to make timely wage payments.

184. Defendants' untimely wage payments to Mr. Barnes were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

185. Defendants often made wage payments to Mr. Barnes several days, weeks or even months late.

186. Mr. Barnes did not consent to these late, untimely wage payments.

187. To the contrary, Mr. Barnes complained about Defendants' repeated failure to make payroll in a timely fashion.

188. In October 2015, Mr. Barnes was separated from employment with Defendants. On Mr. Barnes's separation date, Defendants owed him, *inter alia*, earned wages for work he had already performed, as well as compensation for paid vacation time.

189. Defendants failed to pay the wages and compensation for unpaid vacation time due to Mr. Barnes in the next regular pay period following the separation of his employment.



190. To date, Defendants have failed to pay Mr. Barnes all wages, compensation for unpaid vacation time and other agreed upon compensation due.

191. Defendants made unlawful deductions from Mr. Barnes's wages by retaining part or all of Mr. Barnes's pay during many pay periods and simply not paying Mr. Barnes any wages at all for periods of time.

192. Additionally, Mr. Barnes and Defendants agreed that his compensation would be paid in exchange for 40 hours of work per week. However, Defendants often required Mr. Barnes to work more than 40 hours per week. Mr. Barnes was provided no compensation for this additional work.

193. For the periods of time for which Defendants provided Mr. Barnes with no wage payments, Mr. Barnes was denied minimum wage.

194. Moreover, Mr. Barnes often worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours he worked in excess of 40.

195. Mr. Barnes also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

#### Additional Breach of Contract

196. During Mr. Barnes's employment, he and Defendants entered into an agreement whereby Mr. Barnes would supply certain equipment to Defendants, and, in exchange, Mr. Barnes would be compensated. Defendants often breached this agreement by failing to compensate Mr. Barnes in accordance with its terms. Mr. Barnes is still owed compensation pursuant to this agreement.

## VI. OLIVER CORREA

197. Plaintiff Oliver Correa was employed by Defendants from March 2014 to December 2014. During that time, Mr. Correa worked at the Verboten nightclub as photographer and videographer and also assisted with Defendants' social media presence and press communications.

### Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment

198. Defendants offered Mr. Correa employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for his work and services.

199. Mr. Correa accepted Defendants' offer and entered into an enforceable contract with Defendants whereby he agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate him with, *inter alia*, wages, benefits and other wage supplements.

200. Thus, there was a meeting of the minds between Mr. Correa and Defendants with regard to the material terms of the contract.

201. Mr. Correa performed all of his contractual obligations, while Defendants did not perform all of their contractual obligations.

202. Specifically, Defendants breached the contract with Mr. Correa by, *inter alia*, failing to compensate Mr. Correa with all of his wages, benefits and other wage supplements.

203. Mr. Correa was simply not paid any compensation, benefits or wage supplements for certain portions of his employment, including wages.

204. Defendants also repeatedly made material misrepresentations to Mr. Correa by repeatedly telling him that he would be paid all of his wages, benefits and other wage

supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Mr. Correa all of his wages, benefits and other wage supplements.

205. Mr. Correa reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of his wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

206. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Mr. Correa's wages, benefits and other wage supplements, and that Mr. Correa would rely upon their misrepresentations and promises.

207. Mr. Correa is still owed wages.

#### FLSA and NYLL Violations

208. During Mr. Correa's employment, Defendants often failed to make timely wage payments.

209. Defendants' untimely wage payments to Mr. Correa were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

210. Defendants often made wage payments to Mr. Correa several days, weeks or even months late.

211. Mr. Correa did not consent to these late, untimely wage payments.

212. To the contrary, Mr. Correa complained about Defendants' repeated failure to make payroll in a timely fashion.

213. In December 2014, Mr. Correa was separated from employment with Defendants. On Mr. Correa's separation date, Defendants owed him, *inter alia*, earned wages for work he had already performed.

214. Defendants failed to pay the wages due to Mr. Correa in the next regular pay period following the separation of his employment.

215. To date, Defendants have failed to pay Mr. Correa all wages and other agreed upon compensation due.

216. Defendants made unlawful deductions from Mr. Correa's wages by retaining part or all of Mr. Correa's pay during many pay periods and simply not paying Mr. Correa any wages at all for periods of time.

217. Defendants also failed to pay Mr. Correa any wages at all for periods in which he was required to work before and after his shift.

218. For the periods of time for which Defendants provided Mr. Correa with no wage payments, Mr. Correa was denied minimum wage.

219. Moreover, Mr. Correa occasionally worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours he worked in excess of 40.

220. Mr. Correa also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

## **VII. LESLIE CUC**

221. Plaintiff Leslie Cuc was employed by Defendants from March 2014 to February 2016. During that time, Ms. Cuc worked at the Verboten nightclub as a doorwoman and checking in guests.

### **Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment**

222. Defendants offered Ms. Cuc employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for her work and services.

223. Ms. Cuc accepted Defendants' offer and entered into an enforceable contract with Defendants whereby she agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate her with, *inter alia*, wages, benefits and other wage supplements.

224. Thus, there was a meeting of the minds between Ms. Cuc and Defendants with regard to the material terms of the contract.

225. Ms. Cuc performed all of her contractual obligations, while Defendants did not perform all of their contractual obligations.

226. Specifically, Defendants breached the contract with Ms. Cuc by, *inter alia*, failing to compensate Ms. Cuc with all of her wages, benefits and other wage supplements.

227. Ms. Cuc was simply not paid any compensation, benefits or wage supplements for certain portions of her employment, including wages.

228. Defendants also repeatedly made material misrepresentations to Ms. Cuc by repeatedly telling her that she would be paid all of her wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Ms. Cuc all of her wages, benefits and other wage supplements.

229. Ms. Cuc reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of her wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

230. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment Ms. Cuc's wages, benefits and other wage supplements, and that Ms. Cuc would rely upon their misrepresentations and promises.

231. Ms. Cuc is still owed wages.

### FLSA and NYLL Violations

232. During Ms. Cuc's employment, Defendants often failed to make timely wage payments.

233. Defendants' untimely wage payments to Ms. Cuc were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

234. Defendants often made wage payments to Ms. Cuc several days, weeks or even months late.

235. Ms. Cuc did not consent to these late, untimely wage payments.

236. To the contrary, Ms. Cuc complained about Defendants' repeated failure to make payroll in a timely fashion.

237. In February 2016, Ms. Cuc was separated from employment with Defendants. On Ms. Cuc's separation date, Defendants owed her, *inter alia*, earned wages for work she had already performed.

238. Defendants failed to pay the wages due to Ms. Cuc in the next regular pay period following the separation of her employment.

239. To date, Defendants have failed to pay Ms. Cuc all wages and other agreed upon compensation due.

240. Defendants made unlawful deductions from Ms. Cuc's wages by retaining part or all of Ms. Cuc's pay during many pay periods and simply not paying Ms. Cuc any wages at all for periods of time.

241. For the periods of time for which Defendants provided Ms. Cuc with no wage payments, Ms. Cuc was denied minimum wage.

242. Ms. Cuc also often worked for more than ten hours in single shift or day but was never provided any “spread of hours” payment.

### **VIII. ARI FRASER**

243. Plaintiff Ari Fraser has been employed by Defendants from March 2014 to the present. During that time, Ms. Fraser worked at the Verboten nightclub as a doorwoman, scanning tickets, checking in guests and performing general administrative work such as answering phones and running errands.

#### Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment

244. Defendants offered Ms. Fraser employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for her work and services.

245. Ms. Fraser accepted Defendants’ offer and entered into an enforceable contract with Defendants whereby she agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate her with, *inter alia*, wages, benefits and other wage supplements.

246. Thus, there was a meeting of the minds between Ms. Fraser and Defendants with regard to the material terms of the contract.

247. Ms. Fraser performed all of her contractual obligations, while Defendants did not perform all of their contractual obligations.

248. Specifically, Defendants breached the contract with Ms. Fraser by, *inter alia*, failing to compensate Ms. Fraser with all of her wages, benefits and other wage supplements.

249. Ms. Fraser was simply not paid any compensation, benefits or wage supplements for certain portions of her employment, including wages.

250. Defendants also repeatedly made material misrepresentations to Ms. Fraser by repeatedly telling her that she would be paid all of her wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Ms. Fraser all of her wages, benefits and other wage supplements.

251. Ms. Fraser reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of her wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

252. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment Ms. Fraser's wages, benefits and other wage supplements, and that Ms. Fraser would rely upon their misrepresentations and promises.

253. Ms. Fraser is still owed wages.

#### FLSA and NYLL Violations

254. During Ms. Fraser's employment, Defendants often failed to make timely wage payments.

255. Defendants' untimely wage payments to Ms. Fraser were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

256. Defendants often made wage payments to Ms. Fraser several days, weeks or even months late.

257. Ms. Fraser did not consent to these late, untimely wage payments.

258. To the contrary, Ms. Fraser complained about Defendants' repeated failure to make payroll in a timely fashion.



259. To date, Defendants have failed to pay Ms. Fraser all wages and other agreed upon compensation due.

260. Defendants made unlawful deductions from Ms. Fraser's wages by retaining part or all of Ms. Fraser's pay during many pay periods and simply not paying Ms. Fraser any wages at all for periods of time.

261. Defendants also often failed to pay Ms. Fraser any wages at all when she worked for Defendants off-site at an event or festival.

262. Defendants also failed to pay Ms. Fraser any wages at all for periods in which she was required to work before and after her shift.

263. For the periods of time for which Defendants provided Ms. Fraser with no wage payments, Ms. Fraser was denied minimum wage.

264. Moreover, Ms. Fraser occasionally worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours he worked in excess of 40.

265. Ms. Fraser also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

## **IX. VANESSA LOWE**

266. Plaintiff Vanessa Lowe was employed by Defendants from May 2015 to December 2015. During that time, Ms. Lowe worked at the Verboten nightclub as a doorwoman and receptionist. Ms. Lowe also worked for Defendants at various events and festivals.

### **Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment**

267. Defendants offered Ms. Lowe employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for her work and services.

268. Ms. Lowe accepted Defendants' offer and entered into an enforceable contract with Defendants whereby she agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate her with, *inter alia*, wages, benefits and other wage supplements.

269. Thus, there was a meeting of the minds between Ms. Lowe and Defendants with regard to the material terms of the contract.

270. Ms. Lowe performed all of her contractual obligations, while Defendants did not perform all of their contractual obligations.

271. Specifically, Defendants breached the contract with Ms. Lowe by, *inter alia*, failing to compensate Ms. Lowe with all of her wages, benefits and other wage supplements.

272. Ms. Lowe was simply not paid any compensation, benefits or wage supplements for certain portions of her employment, including wages and expense reimbursements.

273. Defendants also repeatedly made material misrepresentations to Ms. Lowe by repeatedly telling her that she would be paid all of her wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Ms. Lowe all of her wages, benefits and other wage supplements.

274. Ms. Lowe reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of her wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

275. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Ms. Lowe's wages, benefits and other wage supplements, and that Ms. Lowe would rely upon their misrepresentations and promises.

276. Ms. Lowe is still owed wages and expense reimbursements.

### FLSA and NYLL Violations

277. During Ms. Lowe's employment, Defendants often failed to make timely wage payments.

278. Defendants' untimely wage payments to Ms. Lowe were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

279. Defendants often made wage payments to Ms. Lowe several days, weeks or even months late.

280. Ms. Lowe did not consent to these late, untimely wage payments.

281. To the contrary, Ms. Lowe complained about Defendants' repeated failure to make payroll in a timely fashion.

282. In July 2015, Ms. Lowe was separated from employment with Defendants. On Ms. Lowe's separation date, Defendants owed her, *inter alia*, earned wages for work she had already performed as well as expense reimbursements.

283. Defendants failed to pay the wages and expense reimbursements due to Ms. Lowe in the next regular pay period following the separation of her employment.

284. To date, Defendants have failed to pay Ms. Lowe all wages, expense reimbursements and other agreed upon compensation due.

285. Defendants made unlawful deductions from Ms. Lowe's wages by retaining part or all of Ms. Lowe's pay during many pay periods and simply not paying Ms. Lowe any wages or expense reimbursements at all for periods of time.

286. For the periods of time for which Defendants provided Ms. Lowe with no wage payments, Ms. Lowe was denied minimum wage.

287. Moreover, Ms. Lowe occasionally worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours she worked in excess of 40.

288. Ms. Lowe also often worked for more than ten hours in single shift or day but was never provided any “spread of hours” payment.

**X. ROSA MILAZZO**

289. Plaintiff Rosa Milazzo was employed by Defendants from June 2014 to March 2016. During that time, Ms. Milazzo worked at the Verboten nightclub as a host and also assisted in opening and closing the venue and providing other assistance when needed.

**Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment**

290. Defendants offered Ms. Milazzo employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for her work and services.

291. Ms. Milazzo accepted Defendants’ offer and entered into an enforceable contract with Defendants whereby she agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate her with, *inter alia*, wages, benefits and other wage supplements.

292. Thus, there was a meeting of the minds between Ms. Milazzo and Defendants with regard to the material terms of the contract.

293. Ms. Milazzo performed all of her contractual obligations, while Defendants did not perform all of their contractual obligations.

294. Specifically, Defendants breached the contract with Ms. Milazzo by, *inter alia*, failing to compensate Ms. Milazzo with all of her wages, benefits and other wage supplements.

295. Ms. Milazzo was simply not paid any compensation, benefits or wage supplements for certain portions of her employment, including wages.

296. Defendants also repeatedly made material misrepresentations to Ms. Milazzo by repeatedly telling her that she would be paid all of her wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Ms. Milazzo all of her wages, benefits and other wage supplements.

297. Ms. Milazzo reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of her wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

298. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Ms. Milazzo's wages, benefits and other wage supplements, and that Ms. Milazzo would rely upon their misrepresentations and promises.

299. Ms. Milazzo is still owed wages.

#### FLSA and NYLL Violations

300. During Ms. Milazzo's employment, Defendants often failed to make timely wage payments.

301. Defendants' untimely wage payments to Ms. Milazzo were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

302. Defendants often made wage payments to Ms. Milazzo several days, weeks or even months late.

303. Ms. Milazzo did not consent to these late, untimely wage payments.

304. To the contrary, Ms. Milazzo complained about Defendants' repeated failure to make payroll in a timely fashion.

305. In March 2016, Ms. Milazzo was separated from employment with Defendants. On Ms. Milazzo's separation date, Defendants owed her, *inter alia*, earned wages for work she had already performed.

306. Defendants failed to pay the wages due to Ms. Milazzo in the next regular pay period following the separation of her employment.

307. To date, Defendants have failed to pay Ms. Milazzo all wages and other agreed upon compensation due.

308. Defendants made unlawful deductions from Ms. Milazzo's wages by retaining part or all of Ms. Milazzo's pay during many pay periods and simply not paying Ms. Milazzo any wages at all for periods of time.

309. Defendants also failed to pay Ms. Milazzo any wages at all for periods in which she was required to work before and after her shift.

310. For the periods of time for which Defendants provided Ms. Milazzo with no wage payments, Ms. Milazzo was denied minimum wage.

311. Moreover, Ms. Milazzo often worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours she worked in excess of 40.

312. Ms. Milazzo also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

### Sexual Harassment

313. During Ms. Milazzo's employment she was subjected to a sexually hostile work environment.

314. By way of example, Ms. Milazzo was subjected to repeated inappropriate sexual comments by Mr. Schwartz, including, but not limited to, inappropriate comments regarding the size of Ms. Milazzo's breasts and his desire to see her wearing more revealing clothing.

315. On many occasions Mr. Schwartz said to Ms. Milazzo, with regard to her breasts, "Look at those things, they are looking big tonight." He also routinely told her to wear shorter shorts so that he could see more of her without clothing.

316. Mr. Schwartz also touted his purported sexual abilities by regularly telling Ms. Milazzo and other female employees that he is "So good at eating pussy" and that he could "Fuck her tonight," in reference to female patrons of the Verboten nightclub.

317. Mr. Schwartz also regularly discussed his sexual experiences, including on many occasions claiming that female patrons of the Verboten nightclub: "Sucked my dick all night."

318. Ms. Schiffer would do the same. On many occasions Ms. Schiffer openly stated, in reference to female patrons of the Verboten nightclub, "I'm taking her home" and "You don't even know what I did with her last night," in reference to sexual acts.

319. Mr. Schwartz was told by another female employee that Mr. Schwartz said to her, "My dick can stay hard for a long time."

320. Ms. Milazzo is also aware of other female employees who experienced a sexually hostile work environment due to the conduct of Mr. Schwartz and Ms. Schiffer.

## **XI. ERIKA MUGGLIN**

321. Plaintiff Erika Mugglin was employed by Defendants from June 2014 to December 2015. During that time, Ms. Mugglin worked at the Verboten nightclub as a server, VIP host, bottle server and bartender.

Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment

322. Defendants offered Ms. Mugglin employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for her work and services.

323. Ms. Mugglin accepted Defendants' offer and entered into an enforceable contract with Defendants whereby she agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate her with, *inter alia*, wages, benefits and other wage supplements.

324. Thus, there was a meeting of the minds between Ms. Mugglin and Defendants with regard to the material terms of the contract.

325. Ms. Mugglin performed all of her contractual obligations, while Defendants did not perform all of their contractual obligations.

326. Specifically, Defendants breached the contract with Ms. Mugglin by, *inter alia*, failing to compensate Ms. Mugglin with all of her wages, benefits and other wage supplements.

327. Ms. Mugglin was simply not paid any compensation, benefits or wage supplements for certain portions of her employment, including wages and gratuities. Ms. Mugglin's gratuities were often retained by Defendants.

328. Defendants also repeatedly made material misrepresentations to Ms. Mugglin by repeatedly telling her that she would be paid all of her wages, gratuities, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Ms. Mugglin all of her wages, gratuities, benefits and other wage supplements.

329. Ms. Mugglin reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of her wages, gratuities, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.



330. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Ms. Mugglin's wages, gratuities, benefits and other wage supplements, and that Ms. Mugglin would rely upon their misrepresentations and promises.

331. Ms. Mugglin is still owed wages and gratuities.

#### FLSA and NYLL Violations

332. During Ms. Mugglin's employment, Defendants often failed to make timely wage and gratuity payments.

333. Defendants' untimely wage and gratuity payments to Ms. Mugglin were in violation of the agreed upon terms of employment and often resulted in the payment of wages and gratuities less frequently than semi-monthly.

334. Defendants often made wage and gratuity payments to Ms. Mugglin several days, weeks or even months late.

335. Ms. Mugglin did not consent to these late, untimely wage and gratuity payments.

336. To the contrary, Ms. Mugglin complained about Defendants' repeated failure to make payroll in a timely fashion.

337. In December 2015, Ms. Mugglin was separated from employment with Defendants. On Ms. Mugglin's separation date, Defendants owed her, *inter alia*, earned wages and gratuities for work she had already performed.

338. Defendants failed to pay the wages and gratuities due to Ms. Mugglin in the next regular pay period following the separation of her employment.

339. To date, Defendants have failed to pay Ms. Mugglin all wages, gratuities and other agreed upon compensation due.

340. Defendants made unlawful deductions from Ms. Mugglin's wages by retaining part or all of Ms. Mugglin's pay and gratuities during many pay periods and simply not paying Ms. Mugglin any wages at all for periods of time.

341. Defendants also failed to pay Ms. Mugglin wages for periods in which she was required to work before and after her shift.

342. Defendants also failed to pay Ms. Mugglin her full wages and gratuities when she was required to work at corporate or other private events held at the Verboten nightclub.

343. For the periods of time for which Defendants provided Ms. Mugglin with no wage payments, Ms. Mugglin was denied minimum wage.

344. Moreover, Ms. Mugglin was paid the minimum wage for tipped employees for all hours worked (*i.e.*, her hourly wages were reduced by a tip-credit) even though: (i) Defendants often retained her tips; and (ii) she often performed work that did not involve serving customers and/or otherwise did not result in any tips being paid.

345. Moreover, Ms. Mugglin often worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours she worked in excess of 40.

346. Ms. Mugglin also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

## **XII. CATHERINE PAPAMANOUSAKIS**

347. Plaintiff Catherine Papamanousakis was employed by Defendants from August 2014 to September 2015. During that time, Ms. Papamanousakis worked at the Verboten nightclub as a cashier, scanning tickets, checking in guests and performing general administrative work (*e.g.*, answering phones and organizing files).

Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment

348. Defendants offered Ms. Papamanousakis employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for her work and services.

349. Ms. Papamanousakis accepted Defendants' offer and entered into an enforceable contract with Defendants whereby she agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate her with, *inter alia*, wages, benefits and other wage supplements.

350. Thus, there was a meeting of the minds between Ms. Papamanousakis and Defendants with regard to the material terms of the contract.

351. Ms. Papamanousakis performed all of her contractual obligations, while Defendants did not perform all of their contractual obligations.

352. Specifically, Defendants breached the contract with Ms. Papamanousakis by, *inter alia*, failing to compensate Ms. Papamanousakis with all of her wages, benefits and other wage supplements.

353. Ms. Papamanousakis was simply not paid any compensation, benefits or wage supplements for certain portions of her employment, including wages.

354. Defendants also repeatedly made material misrepresentations to Ms. Papamanousakis by repeatedly telling her that she would be paid all of her wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Ms. Papamanousakis all of her wages, benefits and other wage supplements.

355. Ms. Papamanousakis reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of her wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

356. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment Ms. Papamanousakis's wages, benefits and other wage supplements, and that Ms. Papamanousakis would rely upon their misrepresentations and promises.

357. Ms. Papamanousakis is still owed wages.

#### FLSA and NYLL Violations

358. During Ms. Papamanousakis's employment, Defendants often failed to make timely wage payments.

359. Defendants' untimely wage payments to Ms. Papamanousakis were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

360. Defendants often made wage payments to Ms. Papamanousakis several days, weeks or even months late.

361. Ms. Papamanousakis did not consent to these late, untimely wage payments.

362. To the contrary, Ms. Papamanousakis complained about Defendants' repeated failure to make payroll in a timely fashion.

363. In September 2015, Ms. Papamanousakis was separated from employment with Defendants. On Ms. Papamanousakis's separation date, Defendants owed her, *inter alia*, earned wages for work she had already performed.

364. Defendants failed to pay the wages due to Ms. Papamanousakis in the next regular pay period following the separation of her employment.

365. Defendants also often failed to pay Mr. Papamanousakis any wages at all when he worked for Defendants off-site at an event or festival.

366. To date, Defendants have failed to pay Ms. Papamanousakis all wages and other agreed upon compensation due.

367. Defendants made unlawful deductions from Ms. Papamanousakis's wages by retaining part or all of Ms. Papamanousakis's pay during many pay periods and simply not paying Ms. Papamanousakis any wages at all for periods of time.

368. For the periods of time for which Defendants provided Ms. Papamanousakis with no wage payments, Ms. Papamanousakis was denied minimum wage.

369. Ms. Papamanousakis also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

#### Sexual Harassment

370. During Ms. Papamanousakis's employment she was subjected to a sexually hostile work environment.

371. By way of example, Ms. Papamanousakis's was subjected to repeated inappropriate sexual comments by Mr. Schwartz, including, but not limited to: "Let me know if you need a good sexual experience," "If you want a good sexual experience, I am a master at eating pussy," "Why haven't you called me for sex yet?," and "Whose fucking you so good that you don't need to call me?"

372. Mr. Schwartz's sexual harassment of Ms. Papamanousakis also was physical. On one occasion Mr. Schwartz intentionally touched Ms. Papamanousakis's breast.

373. On many other occasions he touched Ms. Papamanousakis's lower back, very close to her buttocks.

374. Mr. Schwartz mimicked a slapping motion with his hand, as though he was going to slap Ms. Papamanousakis on her buttocks. Mr. Schwartz laughed maniacally while making this motion.

375. Ms. Papamanousakis complained to Ms. Schiffer about this sexual harassment. Instead of taking any action to remedy Mr. Schwartz's behavior, Ms. Schiffer simply became jealous of the unwanted attention Ms. Papamanousakis was receiving from Mr. Schwartz. Ms. Schiffer proceeded to retaliate against Ms. Papamanousakis by ignoring her altogether and being cold and curt.

376. Ms. Papamanousakis also was subjected to repeated inappropriate and offensive sexual comments by Ms. Schiffer.

377. By way of example only, Ms. Schiffer constantly and openly discussed her sex life, including her favorite sexual positions and sexual encounters with her husband John Perez and other women. Ms. Schiffer also told Ms. Papamanousakis that she wants to "fuck men with strap on dildos" more often.

### **XIII. RYAN PILGER**

378. Plaintiff Ryan Pilger was employed by Defendants from June 2014 to December 2015. During that time, Mr. Pilger worked at the Verboten nightclub as a bartender and kitchen prep cook.

#### **Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment**

379. Defendants offered Mr. Pilger employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for his work and services.

380. Mr. Pilger accepted Defendants' offer and entered into an enforceable contract with Defendants whereby he agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate him with, *inter alia*, wages, benefits and other wage supplements.

381. Thus, there was a meeting of the minds between Mr. Pilger and Defendants with regard to the material terms of the contract.

382. Mr. Pilger performed all of his contractual obligations, while Defendants did not perform all of their contractual obligations.

383. Specifically, Defendants breached the contract with Mr. Pilger by, *inter alia*, failing to compensate Mr. Pilger with all of his wages, benefits and other wage supplements.

384. Mr. Pilger was simply not paid any compensation, benefits or wage supplements for certain portions of his employment, including wages.

385. Defendants also repeatedly made material misrepresentations to Mr. Pilger by repeatedly telling him that he would be paid all of his wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Mr. Pilger all of his wages, benefits and other wage supplements.

386. Mr. Pilger reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of his wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

387. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Mr. Pilger's wages, benefits and other wage supplements, and that Mr. Pilger would rely upon their misrepresentations and promises.

388. Mr. Pilger is still owed wages.

### FLSA and NYLL Violations

389. During Mr. Pilger's employment, Defendants often failed to make timely wage payments.

390. Defendants' untimely wage payments to Mr. Pilger were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

391. Defendants often made wage payments to Mr. Pilger several days, weeks or even months late.

392. Mr. Pilger did not consent to these late, untimely wage payments.

393. To the contrary, Mr. Pilger complained about Defendants' repeated failure to make payroll in a timely fashion.

394. In February 2016, Mr. Pilger was separated from employment with Defendants. On Mr. Pilger's separation date, Defendants owed him, *inter alia*, earned wages for work he had already performed.

395. Defendants failed to pay the wages due to Mr. Pilger in the next regular pay period following the separation of his employment.

396. To date, Defendants have failed to pay Mr. Pilger all wages and other agreed upon compensation due.

397. Defendants made unlawful deductions from Mr. Pilger's wages by retaining part or all of Mr. Pilger's pay during many pay periods and simply not paying Mr. Pilger any wages at all for periods of time.

398. Defendants also failed to pay Mr. Pilger wages for periods in which he was required to work before and after his shift.



399. Defendants also often failed to pay Mr. Pilger any wages at all when he worked for Defendants off-site at an event or festival.

400. Defendants also failed to pay Mr. Pilger his full wages when he was required to work at “DJ dinners” or corporate or other private events held at the Verboten nightclub.

401. For the periods of time for which Defendants provided Mr. Pilger with no wage payments, Mr. Pilger was denied minimum wage.

402. Moreover, Mr. Pilger was paid the minimum wage for tipped employees for all hours worked (*i.e.*, his hourly wages were reduced by a tip-credit) even though he often performed work that did not involve serving customers and/or otherwise did not result in any tips being paid.

403. Moreover, Mr. Pilger often worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours he worked in excess of 40.

404. Mr. Pilger also often worked for more than ten hours in single shift or day but was never provided any “spread of hours” payment.

#### Sexual Harassment

405. During Mr. Pilger’s employment he became aware of sexual harassment being committed against Defendants’ female employees.

406. In particular, Mr. Pilger became aware that Ms. Schiffer and Mr. Schwartz attempted to pressure one of Defendants’ female employees to having sex with them.

#### **XIV. SARAH PRIBIS**

407. Plaintiff Sarah Pribis has been employed by Defendants from February 2014 to the present. During that time, Ms. Pribis worked at the Verboten nightclub as a bartender.

#### Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment

408. Defendants offered Ms. Pribis employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for her work and services.

409. Ms. Pribis accepted Defendants' offer and entered into an enforceable contract with Defendants whereby she agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate her with, *inter alia*, wages, benefits and other wage supplements.

410. Thus, there was a meeting of the minds between Ms. Pribis and Defendants with regard to the material terms of the contract.

411. Ms. Pribis performed all of her contractual obligations, while Defendants did not perform all of their contractual obligations.

412. Specifically, Defendants breached the contract with Ms. Pribis by, *inter alia*, failing to compensate Ms. Pribis with all of her wages, benefits and other wage supplements.

413. Ms. Pribis was simply not paid any compensation, benefits or wage supplements for certain portions of her employment, including wages.

414. Defendants also repeatedly made material misrepresentations to Ms. Pribis by repeatedly telling her that she would be paid all of her wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Ms. Pribis all of her wages, benefits and other wage supplements.

415. Ms. Pribis reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of her wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

416. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Ms. Pribis's wages, benefits and other wage supplements, and that Ms. Pribis would rely upon their misrepresentations and promises.

417. Ms. Pribis is still owed wages.

#### FLSA and NYLL Violations

418. During Ms. Pribis's employment, Defendants often failed to make timely wage payments.

419. Defendants' untimely wage payments to Ms. Pribis were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

420. Defendants often made wage payments to Ms. Pribis several days, weeks or even months late.

421. Ms. Pribis did not consent to these late, untimely wage payments.

422. To the contrary, Ms. Pribis complained about Defendants' repeated failure to make payroll in a timely fashion.

423. To date, Defendants have failed to pay Ms. Pribis all wages, and other agreed upon compensation due.

424. Defendants made unlawful deductions from Ms. Pribis's wages by retaining part or all of Ms. Pribis's pay during many pay periods and simply not paying Ms. Pribis any wages at all for periods of time.

425. Defendants also failed to pay Ms. Pribis wages for periods in which she was required to work before and after her shift.

426. Defendants also failed to pay Ms. Pribis her full wages when she was required to work at “DJ dinners” or corporate or other private events held at the Verboten nightclub.

427. For the periods of time for which Defendants provided Ms. Pribis with no wage payments, Ms. Pribis was denied minimum wage.

428. Moreover, Ms. Pribis was paid the minimum wage for tipped employees for all hours worked (*i.e.*, her hourly wages were reduced by a tip-credit) even though she often performed work that did not involve serving customers and/or otherwise did not result in any tips being paid.

429. Ms. Pribis also often worked for more than ten hours in single shift or day but was never provided any “spread of hours” payment.

#### **XV. MILES EWELL**

430. Plaintiff Miles Ewell had been employed by Defendants from July 2015 to the present. During that time, Mr. Ewell worked at the Verboten nightclub as a sound technician and assisted on other projects as needed.

#### **Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment**

431. Defendants offered Mr. Ewell employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for his work and services.

432. Mr. Ewell accepted Defendants’ offer and entered into an enforceable contract with Defendants whereby he agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate him with, *inter alia*, wages, benefits and other wage supplements.

433. Thus, there was a meeting of the minds between Mr. Ewell and Defendants with regard to the material terms of the contract.

434. Mr. Ewell performed all of his contractual obligations, while Defendants did not perform all of their contractual obligations.

435. Specifically, Defendants breached the contract with Mr. Ewell by, *inter alia*, failing to compensate Mr. Ewell with all of his wages, benefits and other wage supplements.

436. Mr. Ewell was simply not paid any compensation, benefits or wage supplements for certain portions of his employment, including wages.

437. Defendants also repeatedly made material misrepresentations to Mr. Ewell by repeatedly telling him that he would be paid all of his wages, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Mr. Ewell all of his wages, benefits and other wage supplements.

438. Mr. Ewell reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of his wages, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

439. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Mr. Ewell's wages, benefits and other wage supplements, and that Mr. Ewell would rely upon their misrepresentations and promises.

440. Mr. Ewell is still owed wages.

#### FLSA and NYLL Violations

441. During Mr. Ewell's employment, Defendants often failed to make timely wage payments.

442. Defendants' untimely wage payments to Mr. Ewell were in violation of the agreed upon terms of employment and often resulted in the payment of wages less frequently than semi-monthly.

443. Defendants often made wage payments to Mr. Ewell several days, weeks or even months late.

444. Mr. Ewell did not consent to these late, untimely wage payments.

445. To the contrary, Mr. Ewell complained about Defendants' repeated failure to make payroll in a timely fashion.

446. In February 2016, Mr. Ewell informed Defendants that he would not perform any additional work for Defendants until he was paid in full.

447. To date, Defendants have failed to pay Mr. Ewell all wages and other agreed upon compensation due.

448. Defendants made unlawful deductions from Mr. Ewell's wages by retaining part or all of Mr. Ewell's pay during many pay periods and simply not paying Mr. Ewell any wages at all for periods of time.

449. For the periods of time for which Defendants provided Mr. Ewell with no wage payments, Mr. Ewell was denied minimum wage.

450. Moreover, Mr. Ewell occasionally worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours he worked in excess of 40.

451. Mr. Ewell also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

## **XVI. LUIS CARDOZO**

452. Plaintiff Luis Cardozo was employed by Defendants from May 2015 to February 2016. During that time, Mr. Cardozo worked at the Verboten nightclub as a busser and as a dishwasher.

### **Breach of Contract, Fraud, Promissory Estoppel and Unjust Enrichment**

453. Defendants offered Mr. Cardozo employment and compensation, including, but not limited to, wages, benefits and other wage supplements, in exchange for his work and services.

454. Mr. Cardozo accepted Defendants' offer and entered into an enforceable contract with Defendants whereby he agreed to provide work and services to Defendants and, in exchange, Defendants agreed to compensate him with, *inter alia*, wages, benefits and other wage supplements.

455. Thus, there was a meeting of the minds between Mr. Cardozo and Defendants with regard to the material terms of the contract.

456. Mr. Cardozo performed all of his contractual obligations, while Defendants did not perform all of their contractual obligations.

457. Specifically, Defendants breached the contract with Mr. Cardozo by, *inter alia*, failing to compensate Mr. Cardozo with all of his wages, benefits and other wage supplements.

458. Mr. Cardozo was simply not paid any compensation, benefits or wage supplements for certain portions of his employment, including wages and gratuities. Mr. Cardozo's gratuities were often retained by Defendants.

459. Defendants also repeatedly made material misrepresentations to Mr. Cardozo by repeatedly telling him that he would be paid all of his wages, gratuities, benefits and other wage supplements. However, when Defendants made these statements they knew that they would not, in fact, pay Mr. Cardozo all of his wages, gratuities, benefits and other wage supplements.

460. Mr. Cardozo reasonably and justifiably relied on Defendants' misrepresentations and promises as to the payment of his wages, gratuities, benefits and other wage supplements by, *inter alia*, continuing to work for and provide services to Defendants.

461. Defendants knew, or reasonably should have known, that they possessed superior knowledge and information concerning the payment of Mr. Cardozo's wages, gratuities, benefits and other wage supplements, and that Mr. Cardozo would rely upon their misrepresentations and promises.

462. Mr. Cardozo is still owed wages and gratuities.

#### FLSA and NYLL Violations

463. During Mr. Cardozo's employment, Defendants often failed to make timely wage and gratuity payments.

464. Defendants' untimely wage and gratuity payments to Mr. Cardozo were in violation of the agreed upon terms of employment and often resulted in the payment of wages and gratuities less frequently than semi-monthly.

465. Defendants often made wage and gratuity payments to Mr. Cardozo several days, weeks or even months late.

466. Mr. Cardozo did not consent to these late, untimely wage and gratuity payments.

467. To the contrary, Mr. Cardozo complained about Defendants' repeated failure to make payroll in a timely fashion.

468. In February 2016, Mr. Cardozo was separated from employment with Defendants. On Mr. Cardozo's separation date, Defendants owed him, *inter alia*, earned wages and gratuities for work he had already performed.

469. Defendants failed to pay the wages and gratuities due to Mr. Cardozo in the next regular pay period following the separation of his employment.

470. To date, Defendants have failed to pay Mr. Cardozo all wages, gratuities and other agreed upon compensation due.



471. Defendants made unlawful deductions from Mr. Cardozo's wages by retaining part or all of Mr. Cardozo's pay and gratuities during many pay periods and simply not paying Mr. Cardozo any wages at all for periods of time.

472. Defendants also failed to pay Mr. Cardozo wages for periods in which he was required to work before and after his shift.

473. Defendants also failed to pay Mr. Cardozo his full wages and gratuities when he was required to work at corporate or other private events held at the Verboten nightclub.

474. For the periods of time for which Defendants provided Mr. Cardozo with no wage payments, Mr. Cardozo was denied minimum wage.

475. Moreover, Mr. Cardozo often worked in excess of 40 hours per week and was not paid premium overtime compensation for the hours he worked in excess of 40.

476. Mr. Cardozo also often worked for more than ten hours in single shift or day but was never provided any "spread of hours" payment.

**FIRST CAUSE OF ACTION**  
**(Failure to Pay Minimum Wage in Violation of the Fair Labor Standards Act)**

477. Plaintiffs, on behalf of themselves and the FLSA Collective, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

478. The FLSA requires covered employers, such as Defendants, to pay all non-exempt employees a minimum wage for all hours worked.

479. Plaintiffs and the members of the FLSA Collective were not exempt from the minimum wage requirements under the FLSA because: (i) they did not perform exempt duties; and/or (ii) they were not paid on a "salary basis" as they did not regularly receive, each pay period, a predetermined amount of compensation; and/or (iii) they were not paid on a "salary

basis” because they were not actually paid \$455 per week; and/or (iv) they were not treated as salaried employees because their compensation was reduced depending on the quantity of work performed.

480. Defendants knowingly failed to pay Plaintiffs and the members of the FLSA Collective the federally mandated minimum wage in violation of 29 U.S.C. § 206 by failing to pay Plaintiffs and the members of the FLSA Collective any compensation for many of the hours that they worked for Defendants. This was due both to a complete failure to pay wages for some periods of time, as well as a failure to pay for “off-the-clock” work.

481. Defendants knowingly failed to pay their tipped employees, including Plaintiffs Erika Mugglin, Ryan Pilger and Sarah Pribis and members of the FLSA Collective that received tips, the federally mandated minimum wage in violation of 29 U.S.C. § 206 by paying employees the minimum wage for tipped employees (*i.e.*, reducing the wage paid per hour by a tip-credit) even when those employees were performing work that did not involve serving customers (*e.g.*, hours worked before and after customers arrived).

482. Defendants knowingly failed to pay their tipped employees, including Plaintiff Erika Mugglin and members of the FLSA Collective that received tips, the federally mandated minimum wage in violation of 29 U.S.C. § 206 by paying employees the minimum wage for tipped employees (*i.e.*, reducing the wage paid per hour by a tip-credit) while at the same time retaining some or all of those employees’ tips.

483. Defendants’ failure to pay the minimum wage was willful within the meaning of 29 U.S.C. § 255(a).

484. As a result of Defendants’ willful and unlawful conduct, Plaintiffs and the members of the FLSA Collective are entitled to an award of damages in an amount to be

determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

**SECOND CAUSE OF ACTION**  
**(Failure to Pay Overtime in Violation of the Fair Labor Standards Act)**

485. Plaintiffs Steven Suchowieski, Rebecca-Emma Kaplan, James Barnes, Oliver Correa, Ari Fraser, Vanessa Lowe, Rosa Milazzo, Erika Mugglin, Ryan Pilger, Miles Ewell and Luis Cardozo, on behalf of themselves and the members of the FLSA Collective, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

486. The FLSA requires covered employers, such as Defendants, to pay all non-exempt employees at a rate of no less than one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek.

487. Plaintiffs and the members of the FLSA Collective were not exempt from the overtime requirements under the FLSA because: (i) they did not perform exempt duties; and/or (ii) they were not paid on a "salary basis" as they did not regularly receive, each pay period, a predetermined amount of compensation; and/or (iii) they were not paid on a "salary basis" because they were not actually paid \$455 per week; and/or (iv) they were not treated as salaried employees because their compensation was reduced depending on the quantity of work performed.

488. Plaintiffs Steven Suchowieski, Rebecca-Emma Kaplan, James Barnes, Oliver Correa, Ari Fraser, Vanessa Lowe, Rosa Milazzo, Erika Mugglin, Ryan Pilger, Miles Ewell and Luis Cardozo and the members of the FLSA Collective who worked in excess of 40 hours per week were not paid one and one-half times their regular rate of pay for all hours worked in excess of 40 in a single workweek because, *inter alia*, Defendants: (i) failed to accurately record

the number of hours each employee worked; (ii) intentionally misstated the number of hours employees worked in a given workweek to ensure that payroll records reflected less than 40 hours worked; and (iii) failed to aggregate the number of hours employees worked on-site with the hours they worked off-site.

489. Defendants' failure to pay the minimum wage was willful within the meaning of 29 U.S.C. § 255(a).

490. As a result of Defendants' willful and unlawful conduct, Steven Suchowieski, Rebecca-Emma Kaplan, James Barnes, Oliver Correa, Ari Fraser, Vanessa Lowe, Rosa Milazzo, Erika Mugglin, Ryan Pilger, Miles Ewell and Luis Cardozo and the members of the FLSA Collective are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

**THIRD CAUSE OF ACTION**  
**(Failure to Pay Minimum Wage in Violation of New York Labor Law)**

491. Plaintiffs, on behalf of themselves and the NYLL Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

492. NYLL §§ 650 *et seq.* and 12 N.Y.C.R.R. 146 require covered employers, such as Defendants, to pay all employees a minimum wage for all hours worked.

493. Plaintiffs and the members of the NYLL Class were all "employees" under NYLL §§ 650 *et seq.* and 12 N.Y.C.R.R. 146 because: (i) they did not perform exempt duties; and/or (ii) they were not paid a "salary" as they did not regularly receive, each pay period, a predetermined amount of compensation; and/or (iii) they were not paid \$600 per week during the period from December 31, 2013 through December 31, 2014, \$656.25 per week during the period from December 31, 2014 through December 31, 2015 and \$675 per week after December 31, 2015;

and/or (iv) they were not treated as salaried employees because their compensation was reduced depending on the quantity of work performed.

494. Defendants knowingly failed to pay Plaintiffs and the members of the NYLL Class the mandated minimum wage in violation of NYLL §§ 650 *et seq.* and 12 N.Y.C.R.R. 146 by failing to pay Plaintiffs and the members of the NYLL Class any compensation for many of the hours that they worked for Defendants. This was due both to a complete failure to pay wages for some periods of time, as well as a failure to pay for “off-the-clock” work.

495. Defendants knowingly failed to pay their tipped employees, including Plaintiffs Erika Mugglin, Ryan Pilger and Sarah Pilger and members of the NYLL Class that received tips, the mandated minimum wage in violation of NYLL §§ 650 *et seq.* and 12 N.Y.C.R.R. 146 by paying employees the minimum wage for tipped employees (*i.e.*, reducing the wage paid per hour by a tip-credit) even when those employees were performing work that did not involve serving customers (*e.g.*, hours worked before and after customers arrived).

496. Defendants knowingly failed to pay their tipped employees, including Plaintiff Erika Mugglin and members of the FLSA Collective that received tips, the mandated minimum wage in violation of NYLL §§ 650 *et seq.* and 12 N.Y.C.R.R. 146 by paying employees the minimum wage for tipped employees (*i.e.*, reducing the wage paid per hour by a tip-credit) while at the same time retaining some or all of those employees’ tips.

497. Defendants did not have a good faith basis to believe that their failure to pay the minimum wage was in compliance with the law.

498. As a result of Defendants’ willful and unlawful conduct, Plaintiffs and the members of the NYLL Class are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys’ fees and costs.

**FOURTH CAUSE OF ACTION**  
**(Failure to Pay Overtime in Violation of 12 N.Y.C.R.R. 146)**

499. Plaintiffs Steven Suchowieski, Rebecca-Emma Kaplan, James Barnes, Oliver Correa, Ari Fraser, Vanessa Lowe, Rosa Milazzo, Erika Mugglin, Ryan Pilger, Miles Ewell and Luis Cardozo, on behalf of themselves and the members of the NYLL Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

500. 12 N.Y.C.R.R. 146 requires covered employers, such as Defendants, to pay all employees at a rate of no less than one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek.

501. Plaintiffs and the members of the NYLL Class were all “employees” under 12 N.Y.C.R.R. 146 because: (i) they did not perform exempt duties; and/or (ii) they were not paid a “salary” as they did not regularly receive, each pay period, a predetermined amount of compensation; and/or (iii) they were not paid \$600 per week during the period from December 31, 2013 through December 31, 2014, \$656.25 per week during the period from December 31, 2014 through December 31, 2015 and \$675 per week after December 31, 2015; and/or (iv) they were not treated as salaried employees because their compensation was reduced depending on the quantity of work performed.

502. Plaintiffs Steven Suchowieski, Rebecca-Emma Kaplan, James Barnes, Oliver Correa, Ari Fraser, Vanessa Lowe, Rosa Milazzo, Erika Mugglin, Ryan Pilger, Miles Ewell and Luis Cardozo and the members of the FLSA Collective who worked in excess of 40 hours per week were not paid one and one-half times their regular rate of pay for all hours worked in excess of 40 in a single workweek because, *inter alia*, Defendants: (i) failed to accurately record the number of hours each employee worked; (ii) intentionally misstated the number of hours

employees worked in a given workweek to ensure that payroll records reflected less than 40 hours worked; and (iii) failed to aggregate the number of hours employees worked on-site with the hours they worked off-site.

503. Defendants did not have a good faith basis to believe that their failure to pay the minimum wage was in compliance with the law.

504. As a result of Defendants' willful and unlawful conduct, Steven Suchowieski, Rebecca-Emma Kaplan, James Barnes, Oliver Correa, Ari Fraser, Vanessa Lowe, Rosa Milazzo, Erika Mugglin, Ryan Pilger, Miles Ewell and Luis Cardozo and the members of the NYLL Class are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

**FIFTH CAUSE OF ACTION**  
**(Failure to Make Wage Payments in Violation of New York Labor Law § 191)**

505. Plaintiffs, on behalf of themselves and the members of the NYLL Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

506. NYLL § 191 requires covered employers, such as Defendants, to pay "clerical" or "other workers" the wages they have earned in accordance with the agreed upon terms of their employment.

507. Plaintiffs and the members of the NYLL Class were all "clerical" or "other workers" under the NYLL because: (i) they did not perform exempt duties; and/or (ii) they were not paid on a "salary basis" as they did not regularly receive, each pay period, a predetermined amount of compensation; and/or (iii) they were not paid \$900 per week; and/or (iv) they were not treated as salaried employees because their compensation was reduced depending on the quantity of work performed.

508. Defendants failed to provide Plaintiffs and the members of the NYLL Class wages earned in accordance with the agreed upon terms of their employment by simply failing to pay Plaintiffs and the members of the NYLL Class all of the wages they are owed.

509. Defendants did not have a good faith basis to believe that their failure to pay the minimum wage was in compliance with the law.

510. As a result of Defendants' willful and unlawful conduct, Plaintiffs and the members of the NYLL Class are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

**SIXTH CAUSE OF ACTION**  
**(Failure to Make Timely Wage Payments in Violation of New York Labor Law § 191)**

511. Plaintiffs, on behalf of themselves and the members of the NYLL Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

512. NYLL § 191 requires covered employers, such as Defendants, to pay "clerical" or "other workers" not less frequently than semi-monthly and on regular pay days designated in advance by the employer.

513. Plaintiffs and the members of the NYLL Class were all "clerical" or "other workers" under the NYLL because: (i) they did not perform exempt duties; and/or (ii) they were not paid on a "salary basis" as they did not regularly receive, each pay period, a predetermined amount of compensation; and/or (iii) they were not paid \$900 per week; and/or (iv) they were not treated as salaried employees because their compensation was reduced depending on the quantity of work performed.

514. Defendants failed to pay wages to Plaintiffs and the members of the NYLL Class not less frequently than semi-monthly and on regular pay days designated in advance by the



employer. Instead, when Defendants did actually pay Plaintiffs and the members of the NYLL Class, such payments were made sporadically, less frequently than semi-monthly and were not complete payments.

515. Defendants did not have a good faith basis to believe that their failure to pay the minimum wage was in compliance with the law.

516. As a result of Defendants' willful and unlawful conduct, Plaintiffs and the members of the NYLL Class are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

**SEVENTH CAUSE OF ACTION**  
**(Failure to Make Payments Following Employees' Separation of Employment  
in Violation of New York Labor Law § 191)**

517. Plaintiffs Steven Suchowieski, Rebecca-Emma Kaplan, Darrin Morda, Thomas Beaulieu, James Barnes, Oliver Correa, Leslie Cuc, Vanessa Lowe, Rosa Milazzo, Erika Mugglin, Catherine Papamanousakis and Ryan Pilger, on behalf of themselves and the members of the NYLL Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

518. NYLL § 191 requires covered employers, such as Defendants, to pay "clerical" or "other workers" who were terminated or separated from employment with any remaining wages owed not later than the regular pay day for the pay period during which the termination or separation occurred.

519. Plaintiffs and the members of the NYLL Class were all "clerical" or "other workers" under the NYLL because: (i) they did not perform exempt duties; and/or (ii) they were not paid on a "salary basis" as they did not regularly receive, each pay period, a predetermined amount of compensation; and/or (iii) they were not paid \$900 per week; and/or (iv) they were not

treated as salaried employees because their compensation was reduced depending on the quantity of work performed.

520. Defendants failed to pay Plaintiffs Steven Suchowieski, Rebecca-Emma Kaplan, Darrin Morda, Thomas Beaulieu, James Barnes, Oliver Correa, Leslie Cuc, Vanessa Lowe, Rosa Milazzo, Erika Mugglin, Catherine Papamanousakis and Ryan Pilger and the members of the NYLL Class whose employment was separated the remaining wages that they were owed on or before the regular pay day for the pay period during which the separation occurred.

521. Defendants did not have a good faith basis to believe that their failure to pay the minimum wage was in compliance with the law.

522. As a result of Defendants' willful and unlawful conduct, Plaintiffs and the members of the NYLL Class are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

**EIGHTH CAUSE OF ACTION**  
**(Unlawful Deductions in Violation of New York Labor Law § 193)**

523. Plaintiffs, on behalf of themselves and the members of the NYLL Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

524. NYLL § 193 prohibits covered employers, such as Defendants, from making deductions from the wages of any employee.

525. Defendants made unlawful deductions and withholdings from the wages of Plaintiffs and the members of the NYLL Class when Defendants: (i) failed to pay them the wages they were owed; and (ii) failed to reimburse them for business expenses.

526. Defendants did not have a good faith basis to believe that their failure to pay the minimum wage was in compliance with the law.

527. As a result of Defendants' willful and unlawful conduct, Plaintiffs and the members of the NYLL Class are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

**NINTH CAUSE OF ACTION**  
**(Failure to Make Spread of Hours Payments  
in Violation of 12 N.Y.C.R.R. 146)**

528. Plaintiffs, on behalf of themselves and the members of the NYLL Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

529. 12 N.Y.C.R.R. 146 requires covered employers, such as Defendants, to pay employees for an additional hour on days that they work for more than ten hours.

530. Defendants failed to pay Plaintiffs and the members of the NYLL Class for an additional hour on days that they worked for more than ten hours.

531. Defendants did not have a good faith basis to believe that their failure to pay the minimum wage was in compliance with the law.

532. As a result of Defendants' willful and unlawful conduct, Plaintiffs and the members of the NYLL Class are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

**TENTH CAUSE OF ACTION**  
**(Unlawful Retention of Gratuities in Violation of New York Labor Law § 196-d)**

533. Plaintiffs Erika Mugglin and Luis Cardozo, on behalf of themselves and the members of the NYLL Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

534. NYLL § 196-d prohibits covered employers, such as Defendants, from retaining, demanding or accepting any portion of gratuities paid to any employee.

535. Defendants violated NYLL § 196-d by retaining tips paid to Plaintiffs Erika Mugglin and Luis Cardozo and the members of the NYLL Class.

536. Defendants did not have a good faith basis to believe that their failure to pay the minimum wage was in compliance with the law.

537. As a result of Defendants' willful and unlawful conduct, Plaintiffs Erika Mugglin and Luis Cardozo and the members of the NYLL Class are entitled to an award of damages in an amount to be determined at trial, plus liquidated damages, prejudgment interest and reasonable attorneys' fees and costs.

#### **ELEVENTH CAUSE OF ACTION**

#### **(Breach of Contract for Failure to Pay Wages, Benefits and Other Wage Supplements)**

538. Plaintiffs, on behalf of themselves and the members of the New York Common Law Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

539. At all relevant times herein, Defendants entered into enforceable contracts with Plaintiffs and the members of the New York Common Law Class whereby Plaintiffs and the members of the New York Common Law Class agreed to provide work and service to Defendants, and, in exchange, Defendants agreed to provide wages, benefits and wage supplements to Plaintiffs and the members of the New York Common Law Class.

540. Plaintiffs and the members of the New York Common Law Class each had a meeting of the minds with Defendants as to all of the essential terms and conditions of employment and compensation.

541. As a result, Plaintiffs and the members of the New York Common Law Class each had enforceable contractual terms of employment with Defendants.

542. Defendants breached these contracts when they failed to provide Plaintiffs and the members of the New York Common Law Class with the agreed upon wages, benefits and wage supplements.

543. Defendants' breaches of contract have caused Plaintiffs and the members of the New York Common Law Class to suffer damages, including, but not limited to, a loss of wages, benefits and other wage supplements, and a loss of time spent providing work and service to Defendants for which they were compensated in accordance with the agreed upon terms of their contracts.

**TWELFTH CAUSE OF ACTION**  
**(Additional Breaches of Contract)**

544. Plaintiffs Darrin Morda, Thomas Beaulieu and James Barnes hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

545. In February 2015, Mr. Morda and Mr. Beaulieu entered into a binding, written and signed agreement with Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation wherein Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation agreed to pay Mr. Morda and Mr. Beaulieu certain compensation. Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation failed to pay such compensation, thereby breaching the agreement.

546. During Mr. Barnes's employment, he and Defendants entered into an agreement whereby Mr. Barnes would supply certain equipment to Defendants, and, in exchange, Mr. Barnes would be compensated. Defendants often breached this agreement by failing to compensate Mr. Barnes in accordance with its terms.

547. Defendants' breaches of contract have caused Plaintiffs Darrin Morda, Thomas Beaulieu and James Barnes to suffer damages for which they are entitled to relief.

**THIRTEENTH CAUSE OF ACTION**  
**(Fraud)**

548. Plaintiffs, on behalf of themselves and the members of the New York Common Law Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

549. Defendants repeatedly represented to Plaintiffs and the members of the New York Common Law Class that they would be paid wages, benefits and other wage supplements.

550. These representations were false.

551. Defendants knew, or should have known, that these representations were false.

552. These false representations were made knowingly, or with a willful, wanton and reckless disregard for the truth, and were intended to deceive and defraud Plaintiffs and the members of the New York Common Law Class and induce them to remain employed with Defendants.

553. Plaintiffs and the members of the New York Common Law Class reasonably relied upon these misrepresentations by agreeing to work and continuing to work for Defendants.

554. Plaintiffs and the members of the New York Common Law Class have suffered damages separate and distinct from the damages suffered as a result of the other wrongdoing alleged herein by reasonably relying upon these misrepresentations. Specifically, by reasonably relying upon these misrepresentations, Plaintiffs and the members of the New York Common Law Class have suffered by continuing to work for Defendants despite the non-payment of wages, benefits and other wage supplements.

555. Defendants' unlawful fraudulent actions were knowing, willful and wanton, and/or done in reckless disregard for the well-being of Plaintiffs and the members of the New York Common Law Class, entitling them to an award of punitive damages.

**FOURTEENTH CAUSE OF ACTION**  
**(Promissory Estoppel)**

556. Plaintiffs, on behalf of themselves and the members of the New York Common Law Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

557. Defendants promised to provide Plaintiffs and the members of the New York Common Law Class with wages, benefits and other wage supplements in order to induce them to continue to work for Defendants.

558. Plaintiffs and the members of the New York Common Law Class reasonably and foreseeably relied upon these promises to their detriment by continuing to work for Defendants despite Defendants' non-payment of wages, benefits and other wage supplements.

559. Given Plaintiffs and the New York Common Law Class' reasonable and foreseeable detrimental reliance upon these promises, Defendants were estopped from failing to pay wages, benefits and other wage supplements.

560. By reasonably relying upon Defendants' promises, Plaintiffs and the members of the New York Common Law Class have suffered by continuing to work for Defendants despite the non-payment of wages, benefits and other wage supplements.

**FIFTEENTH CAUSE OF ACTION**  
**(Unjust Enrichment)**

561. Plaintiffs, on behalf of themselves and the members of the New York Common Law Class, hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

562. Defendants were enriched by the work performed by Plaintiffs and the members of the New York Common Law Class.

563. Plaintiffs and the members of the New York Common Law Class were not compensated or provided other consideration in accordance with the agreed upon terms of their employment and were further subjected to statutory violations. As such, Defendants' retention of the enrichment provided by the work of Plaintiffs and the members of the New York Common Law Class was and is unjust.

564. Equity and good conscience require Defendants to make restitution to Plaintiffs and the members of the New York Common Law Class in the form of wages, benefits and other wage supplements that were not paid to and were withheld from Plaintiffs and the members of the New York Common Law Class.

**SIXTEENTH CAUSE OF ACTION**  
**(Discrimination in Violation of New York State Human Rights Law)**

565. Plaintiffs Catherine Papamanousakis and Rosa Milazzo hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

566. By the actions described above, among others, Defendants Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation have discriminated against Plaintiffs Catherine Papamanousakis and Rosa Milazzo on the basis of their gender in violation of the NYSHRL by subjecting them to a sexually hostile work environment.

567. As a direct and proximate result of the unlawful discriminatory conduct of Defendants Brooklyn Events LLC d/b/a "Verboten" and Verboten Corporation, Plaintiffs Catherine Papamanousakis and Rosa Milazzo have suffered and continue to suffer emotional distress and mental anguish for which they are entitled to an award of monetary damages and other relief.



**SEVENTEETH CAUSE OF ACTION**  
**(Aiding and Abetting in Violation of New York State Human Rights Law)**

568. Plaintiffs Catherine Papamanousakis and Rosa Milazzo hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

569. By the actions described above, among others, Defendants Jen Schiffer and John Perez have aided and abetted unlawful discrimination in violation of the NYSHRL.

570. As a direct and proximate result of the unlawful aiding and abetting by Defendants Jen Schiffer and John Perez, Plaintiffs Catherine Papamanousakis and Rosa Milazzo have suffered and continue to suffer emotional distress and mental anguish for which they are entitled to an award of monetary damages and other relief.

**EIGHTEENTH CAUSE OF ACTION**  
**(Discrimination in Violation of New York City Human Rights Law)**

571. Plaintiffs Catherine Papamanousakis and Rosa Milazzo hereby repeat and reallege each and every allegation contained in each of the preceding paragraphs as if fully set forth and contained herein.

572. By the actions described above, among others, Defendants have discriminated against Plaintiffs Catherine Papamanousakis and Rosa Milazzo on the basis of their gender in violation of the NYCHRL by subjecting them to a sexually hostile work environment.

573. As a direct and proximate result of the unlawful discriminatory conduct of Defendants, Plaintiffs Catherine Papamanousakis and Rosa Milazzo have suffered and continue to suffer emotional distress and mental anguish for which they are entitled to an award of monetary damages and other relief.

574. Defendants' unlawful and retaliatory actions constitute malicious, willful and wanton violations of the NYCHRL for which Plaintiffs Catherine Papamanousakis and Rosa Milazzo are entitled to an award of punitive damages.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, on behalf of themselves and the members of the FLSA Collective, the NYLL Class and the New York Common Law Class, respectfully request that this Court:

A. Declare that the practices complained of herein are unlawful under applicable federal, state and local law;

B. Declare this action to be maintainable as a collective action pursuant to 29 U.S.C. § 216(b), and direct Defendants to provide Plaintiffs with a list of all persons who were/are employed by Defendants in the United States and were not paid the minimum wage for all hours worked or premium overtime compensation for all hours worked in excess of 40 hours per week during the relevant period, including all last known addresses, telephone numbers and email addresses of each such person so Plaintiffs can give such persons notice of this action and an opportunity to make an informed decision about whether to participate in it;

C. Designate Plaintiffs' counsel of record as counsel for the FLSA Collective;

D. Determine the damages sustained by Plaintiffs and the members of the FLSA Collective as a result of Defendants' violations of the FLSA, and award those damages against Defendants and in favor of Plaintiffs and the members of the FLSA Collective, plus such pre-judgment and post-judgment interest as may be allowed by law;

E. Award Plaintiffs and the members of the FLSA Collective an additional amount of liquidated damages equal to the damages they have suffered as a result of Defendants’

violations of the FLSA because these violations were willful and/or without a good faith basis;

F. Declare the claims brought on behalf of the NYLL Class to be maintainable as a class action pursuant to Fed. R. Civ. P. 23, and direct Defendants to provide Plaintiffs with a list of all persons who were/are employed by Defendants in New York during the relevant period, including all last known addresses, telephone numbers and e-mail addresses of each such person so Plaintiffs can give such persons notice of this action and an opportunity to make an informed decision about whether to participate in it;

G. Designate Plaintiffs’ counsel of record as counsel for the NYLL Class;

H. Determine the damages sustained by Plaintiffs and the members of the NYLL Class as a result of Defendants’ violations of the NYLL and related regulations, and award those damages against Defendants and in favor of Plaintiffs and the members of the NYLL Class, plus such pre-judgment and post-judgment interest as may be allowed by law;

I. Award Plaintiffs and the members of the NYLL Class an additional amount of liquidated damages equal to the damages they have suffered as a result of Defendants’ violations of the NYLL and related regulations because these violations were willful and/or without a good faith basis;

J. Declare the claims brought on behalf of the New York Common Law Class to be maintainable as a class action pursuant to Fed. R. Civ. P. 23, and direct Defendants to provide Plaintiffs with a list of all persons who were/are employed by Defendants in New York during the relevant period, including all last known addresses, telephone numbers and e-mail addresses

of each such person so Plaintiffs can give such persons notice of this action and an opportunity to make an informed decision about whether to participate in it;

K. Designate Plaintiffs' counsel of record as counsel for the New York Common Law Class;

L. Determine the damages sustained by Plaintiffs and the members of the New York Common Law Class as a result of Defendants' violations of New York common law, and award those damages against Defendants and in favor of Plaintiffs and the members of the New York Common Law Class, plus such pre-judgment and post-judgment interest as may be allowed by law;

M. Award punitive damages to Plaintiffs and the members of the New York Common Law Class;

N. Determine the damages suffered by Plaintiffs Darrin Morda, Thomas Beaulieu and James Barnes as a result of Defendants' additional breaches of contract, and award those damages against Defendants and in favor of Plaintiffs Darrin Morda, Thomas Beaulieu and James Barnes, plus such pre-judgment and post-judgment interest as may be allowed by law;

O. Determine the damages suffered by Plaintiffs Catherine Papamanousakis and Rosa Milazzo as a result of Defendants' discriminatory conduct and aiding and abetting discriminatory conduct, and award those damages against Defendants and in favor of Plaintiffs Catherine Papamanousakis and Rosa Milazzo, plus such pre-judgment and post-judgment interest as may be allowed by law;

P. Award punitive damages to Plaintiffs Catherine Papamanousakis and Rosa Milazzo in connection with Defendants' discriminatory conduct and aiding and abetting discriminatory conduct;

Q. Award Plaintiffs and the members of the FLSA Collective, the NYLL Class and the New York Common Law Class their reasonable attorneys' fees and costs and disbursements in this action including, but not limited to, any accountants' or experts' fees; and

R. Grant Plaintiffs and the members of the FLSA Collective, the NYLL Class and the New York Common Law Class such other and further relief that the Court deems just and proper.

**JURY DEMAND**

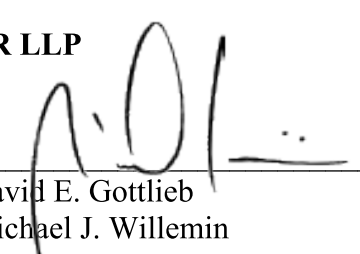
Plaintiffs, on behalf of themselves individually and the members of the FLSA Collective, the NYLL Class and the New York Common Law Class, hereby demand a trial by jury on all issues of fact and damages.

Dated: March 15, 2016  
New York, New York

Respectfully submitted,

**WIGDOR LLP**

By: \_\_\_\_\_

  
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