

I. SUMMARY OF CASE

1. Defendants (collectively “Dream House” “Bing Tran” or “Defendants”) operate an adult entertainment company located at 7677 N. Washington, Thornton, Colorado.

2. The young women who work at Dream House perform exotic dances, strip performances and other adult entertainment services for paying customers.

3. The named Plaintiffs are former dancers who, within the last 3 years, worked at Dream House.

4. Bing Tran, the owner and manager of Dream House, requires the dancers to sign a “lease” upon beginning their employment. The lease sets out the house rules and regulations. The lease refers to the dancers as “tenants.” However, the dancers, in fact, are legally the employees of the Defendants, their joint employers.

5. The rules and regulations set out the duties of the dancers and an acknowledgement that if they do not abide by the regulations they will be subjected to the loss of “privileges.”

6. Dream House is open 24 hours, seven days a week. The dancers work one of two shifts from 10:00 a.m to 7:00 p.m. and from 7:00 p.m to 10:00 a.m. Sometimes dancers work two shifts in a row. At any one time, there are approximately 9 to 12 employees at Dream House.

7. At this time, Plaintiffs do not know precisely how many dancers worked or work for Dream House during the relevant time period. Defendants have access to this information and should timely provide it to plaintiffs as part of their disclosures.

8. Plaintiffs bring this action on behalf of themselves and all other similarly situated employees of Dream House to obtain declaratory and injunctive relief and recover unpaid wages and overtime, liquidated damages, penalties, fees and costs, pre- and post-judgment interest, reasonable attorneys' fees, and any other remedies to which they may be entitled.

II. JURISDICTION AND VENUE

9. A party may bring a private action on behalf of herself and other employees similarly situated for violations of the minimum wage and overtime provisions of the FLSA. 29 U.S.C. §216(b). The court has original jurisdiction over this matter under 29 U.S.C. §216(b) and 28 U.S.C. §1331.

10. A private party may also bring an action for damages for violations of the CWA. Colo. Rev. Stat. § 8-4-101, *et seq.* and applicable Colorado Minimum Wage Orders. Plaintiff's state claims originate from the same facts that form the basis of her federal claims. The court has supplemental jurisdiction over plaintiff's state law claims pursuant to 28 U.S.C. §1367.

11. This court has personal jurisdiction over Defendants because Bing Tran is the owner and registered agent of American Property Maintenance, Inc., d/b/a Dream

House, and the business is located and conducted within the state of Colorado, and is registered to do business within this state with the Colorado Secretary of State.

12. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because Dream House operates an adult entertainment club in this district, and a substantial portion of the events that give rise to the plaintiffs' claims occurred in this district.

III. PARTIES

13. Individual and representative Plaintiff, TaHonie Watts, is a resident of the state of Colorado and a former dancer who worked at Dream House located in Thornton, Colorado. Ms. Watts began her employment with Dream House on or about March 1, 2013. and worked there until approximately January 15, 2014. Her signed consent form to join this lawsuit is attached to this Complaint as Exhibit A.

14. Individual and representative Plaintiff LaShawnda Jenkins is a resident of the state of Colorado and a former dancer who worked at Dream House located in Thornton, Colorado. Ms. Jenkins began her employment with Dream House on or about March, 2012, and worked there until approximately November, 2013. Her signed consent form to join this lawsuit is attached to this Complaint as Exhibit B.

15. Plaintiffs bring this action on behalf of themselves and all other similarly situated dancers who were employed by the Defendants within the last three (3) years.

16. Defendant American Property Maintenance, Inc., d/b/a as Dream House, is a Colorado corporation and licensed to do business in Colorado. American Property Management, Inc. operates an adult entertainment club in Thornton, Colorado. Bing Tran is the owner and registered agent for service of process for American Property Management, Inc. located at 8536 W. Prentice Avenue, Littleton, CO 80213.

IV. FACTUAL ALLEGATIONS FOR ALL CLAIMS

17. Dream House provides adult entertainment for paying customers at a house located at 7677 N. Washington, Thornton, Colorado.

18. Dream House also has a website “DreamhouseBabes.com”. Customers can view the dancers and preview the services available.

19. The business is open for business 24 hours a day, 7 days a week.

20. There are two (2) shifts during each 24 hour period and dancers are scheduled to work nine (9) or twelve (12) hour shifts.

21. All dancers, including Plaintiffs TaHonie Watts and LaShawnda Jenkins, were purportedly paid one-half of any fees collected from an individual customer.

22. Customers were charged fees based on the type of dance or service the customer requested.

23. Generally, Bing Tran collected the earnings each day or periodically. He then determined the amount of money each dancer earned from each customer during a

shift and paid each dancer her share in cash. He included any tip given by a customer in the pay.

24. Bing Tran was often not present at the worksites. The dancers, were left to operate the place of employment during their shifts. Besides performing for the customers, each of the dancers were expected to greet the customers, collect the money, clean the house and perform other duties not directly connected to the entertainment of the customers.

25. As a condition of being allowed to work, at the beginning of their employment dancers were required to sign a form called a “lease.” See Attachment C. The lease laid out the rules and regulations for the “tenants,” who were the dancers. The rules and regulations were not rules that a tenant would be expected to abide by. Rather, the rules and regulations were for employees.

26. While the dancers were all regular hourly employees of Defendants, Bing Tran wrongfully treated the dancers as if they were contract employees, but had them sign a “lease,” and told them they were “tenants.”

27. The relationship between Bing Tran and the dancers was not one of landlord and tenant. Nor were the dancers contract employees. At all times during their employment Ms. Watts and Ms Jenkins were regular hourly employees of Dream House and their joint employers were the Defendants.

28. The person who determined the amount the dancers were paid was Bing Tran. He determined and scheduled the hours the dancers worked. See, Attachment D. He promulgated the rules and regulations to be followed by the dancers. He held the sole authority to hire, fire, and reprimand the dancers.

29. Defendants' website was created and is maintained by Defendants as advertisement of Dream House to attract customers by using photos and biographies of the dancers.

30. Defendants' policy of only paying dancers for the time that they were performing and not paying employees for all time worked and for overtime is a violation of both the FLSA and the CWA.

31. Bing Tran knew that Defendants' employees performed work duties when they are not performing. In fact, he required them to remain on the premises during their entire shift. He required them to clean and care for the facility. He required them to greet the customers and to collect monies from the customers. He required them to work regular time and overtime without compensation. The employees were paid for none of that additional work or time that was required of them.

V. **CLAIMS FOR RELIEF**

First Claim for Relief: Violation of the Fair Labor Standard Act

32. Plaintiffs reassert and incorporate herein all of the allegations set forth above.

33. Plaintiffs bring this first claim for relief as a collective action pursuant to 29 U.S.C. §216(b) on behalf of themselves and the following class: All current, former, and future dancers who were or will be employed by Dream House within the last three (3) years prior to the filing of this Complaint, and during the pendency of this lawsuit.

34. Defendants violated the FLSA and denied plaintiffs and similarly situated dancers wages by not paying them for all time worked which resulted in dancers not being paid regular pay and their overtime pay at time and half their regular rate of pay.

35. The identity of all other similarly situated dancers may be ascertained from Defendants' records, by which potential opt-in plaintiffs may be notified of this lawsuit.

36. At all relevant times dancers are entitled to the rights, benefits and protections provided under the FLSA because they are individual hourly employees who are or were employed by an enterprise engaged in commerce or in the production of service for commerce within the meaning of 29 U.S.C. §§206 and 207.

37. Dream House is subject to the minimum wage and overtime requirements of the FLSA because it is an enterprise engaged in commerce or in the production of services for commerce within the meaning of 29 U.S.C. §§ 203(r),(s)(1) and (t).

38. Dream House had policies and practices that resulted in dancers not being paid for all time worked including work activities performed when they were not performing.

39. These policies and practices were uniformly applied to all dancers who work or worked at Dream House.

40. By implementing and enforcing these policies, Dream House failed to pay dancers for overtime work as required by the FLSA. 29 U.S.C. §§ 206, 207 and 215(a)(2).

41. These policies also resulted in Dream House failing to fully and accurately record the hours worked by dancers as required by 29 U.S.C. §211(c).

42. Dream House willfully violated the overtime requirements of the FLSA because it knew and/or recklessly disregarded that dancers were misclassified as tenants or contract workers.

43. During the course of her employment with Defendants, Plaintiff TeHonie Watts complained to Bing Tran that she was not properly classified.

44. On information and belief, the Plaintiffs allege that other employees have also complained to Bing Tran about its unlawful pay policies. Because Dream House's actions were willful, plaintiffs' and the similarly situated Dancers' claims for relief are subject to a three-year statute of limitations pursuant to 29 U.S.C. §255.

45. Dream House failed to act in good faith or with reasonable grounds to believe that its acts or omissions were not a violation of the FLSA. As a result, Plaintiffs and the similarly situated dancers are entitled to liquidated damages under 29 U.S.C. §§216(b) and 260.

46. As a result of defendants' willful violations of the FLSA, Plaintiffs and similarly situated dancers were unlawfully deprived of compensation for all hours worked, and overtime. They are entitled to recover such unpaid amounts, liquidated damages, pre-judgment and post-judgment interest, attorneys' fees, costs, declaratory relief and such other relief as the Court deems fair and equitable.

Second Claim for Relief-Violation of Colorado Wage Act and Colorado Minimum Wage Orders

47. Plaintiffs reassert and incorporate herein all of the allegations set forth above.

48. Plaintiffs bring this Second Claim for Relief for violations of the Colorado Wage Act, Colo. Rev. Stat. §§8-4-101, *et seq.*, 8-6-116 and all applicable Colorado Minimum Wage Orders, 7 CCR 1103-1 as a class action pursuant to Rule 23 of the Colorado Rules of Civil Procedure on behalf of themselves and the following class: All current, former and future dancers who were or will be employed by Dream House within the last three (3) years prior to the filing of this complaint, and during the pendency of this lawsuit.

49. The proposed class satisfies the numerosity, commonality, typicality, adequacy and superiority requirements of C.R.C.P. 23.

50. The class satisfies the numerosity standard because it involves scores of workers amounting to up to over a hundred employees who are and may be located throughout Colorado and the U.S., which makes joinder of all members impracticable.

51. The class meets the commonality requirement because questions of law or fact that are common to the class predominate over any questions affecting individual members. The questions of law and fact common to the class include but are not limited to the following:

a. Whether the Defendants misclassified dancers as contract workers, or otherwise, and failed to pay dancers for all hours worked and overtime pay as required by the CWA by not paying dancers for all work activities performed during the work day at the lawfully required rate;

b. Whether Defendants failed to fully and accurately record the hours worked by dancers in violation of Colo. Rev. Stat. §8-4-103(4);

c. Whether Defendants' actions and violations of the CWA were willful;

d. Whether Defendants failed to act in good faith or with reasonable grounds to believe that its acts or omissions were not a violation of the CWA.

52. Plaintiffs' claims are typical of the class because they has been employed in the same or similar positions, performed the same or similar work duties and have been subject to the same unlawful pay policies and practices as the class.

53. The class satisfies the commonality requirement because Defendants are expected to raise common defenses to these claims and the pay policies and practices complained of herein.

54. The named Plaintiffs will fairly and adequately protect the interests of the class, and they have retained counsel experienced and competent in handling wage and hour class action litigation.

55. Prosecuting this action on behalf of each class member individually will result in inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class and would substantially impair or impede individual class members' ability to protect their interests.

56. Defendants have acted or refused to act on grounds that apply generally to the class, and therefore final injunctive relief or declaratory relief is appropriate with respect to the class as a whole.

57. Maintaining this lawsuit as a class action is superior to litigating each individual class member's claim separately and will result in a fair and efficient adjudication of this controversy.

58. At this time, Plaintiffs do not have any information that suggests that any class member has an interest in individually controlling the prosecution of her claim(s). It is unlikely that individual class members will want to prosecute her claim individually considering the relatively small value of each claim and the difficulty of bringing individual litigation against her employer. However, if any such class member wants to

prosecute her claim individually, she may “opt out” of the litigation upon receipt of the class action notice in this case pursuant to C.R.C. P. 23(c)(2).

59. The Court has the resources and ability to effectively manage this class action.

60. At all relevant times, Plaintiffs and similarly situated dancers are entitled to the rights, benefits and protections provided under the CWA because they were regular hourly employees performing labor or services for the benefit of the Defendants. Colo. Rev. Stat. §8-4-101(4), 7 CCR 1103-1.

61. Defendants are subject to the minimum wage and overtime requirements of the CWA because it is a corporation that employs persons in Colorado. Colo. Rev. Stat. §8-4-101(5), 7 CCR 1103-1, or is the manager and owner of such corporation.

62. Defendants have policies and practices that have resulted in dancers not being paid the required minimum rate of pay and for all time worked including work activities performed during their work shift while not performing.

63. These policies and practices were uniformly applied to all dancers.

64. By implementing and enforcing these policies and practices, Defendants failed to pay dancers for all hours worked at the applicable minimum wage and overtime rates as required by the Colorado Wage Act, Colo. Rev. Stat. §§8-4-101, *et seq.* and 8-6-115, and all applicable Colorado Minimum Wage Orders, 7 CCR 1103-1.

65. These policies and practices also stem from and/or resulted in Defendants failing to fully and accurately record the hours worked by dancers in violation of Colo. Rev. Stat. §8-4-103(4).

66. Defendants willfully violated the minimum wage and overtime requirements of the CWA because they knew and/or recklessly disregarded that dancers were not paid for all hours worked or the required minimum wage as a result of their policies. Named plaintiff, TeHonie Watts complained to Bing Tran about not being paid properly for all time worked and overtime.

67. Based upon information and belief, plaintiffs allege that other employees have complained to Defendants about its unlawful pay policies and practices. Because Defendants' actions were willful, Plaintiffs' and the similarly situated dancers' claims for relief are subject to a three-year statute of limitations, pursuant to Colo. Rev. Stat. §8-4-122.

68. Defendants failed to act in good faith or with reasonable grounds to believe that its acts or omissions were not a violation of the CWA. As a result, Plaintiffs and the similarly situated dancers are entitled to penalties under the CWA.

69. As a result of defendant's willful violations of the CWA, Plaintiffs and similarly situated dancers were unlawfully deprived of compensation for all hours worked, minimum wage and overtime as required by law, and are entitled to recover such unpaid amounts, penalties, pre-judgment and post-judgment interest, attorneys'

fees, costs, declaratory and injunctive relief and such other relief as the Court deems fair and equitable.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the similarly situated dancers pray for judgment against Defendants as follows:

- A. An order pursuant to §216(b) of the FLSA finding Defendants liable to Plaintiffs and similarly situated dancers for unpaid wages and liquidated damages equal to the amount of unpaid wages determined due to Plaintiffs;
- B. An order finding Defendants liable to Plaintiffs and similarly situated dancers for unpaid wages and penalties pursuant to Colorado Wage Act, Colo. Rev. Stat. §8-4-101, *et seq.* and §8-6-115 and all applicable Colorado Minimum Wage Orders, 7 CCR 1103-1;
- C. An order finding that Defendants violations of the FLSA and CWA were willful;
- D. An order awarding Plaintiffs and similarly situated dancers liquidated damages under the FLSA;
- E. An order awarding Plaintiffs and similarly situated dancers pre- and post-judgment interest at the highest rates allowed by law;
- F. An order assessing a penalty against Defendants under the CWA for each violation of the law and for each violation of the accurate record keeping requirements of the law;

- G. An order providing Plaintiffs and similarly situated dancers declaratory and injunctive relief pursuant to Rules 57 and 65 of the Federal Rules of Civil Procedure.
- H. An order providing Plaintiffs and similarly situated dancers all legal and equitable relief available under the FLSA and CWA;
- I. An order awarding Plaintiffs and similarly situated dancers their costs and reasonable attorneys' fees;
- J. An order awarding Plaintiffs all available actual damages, compensatory, liquidated and punitive damages as permitted by law; and
- K. An order granting such other and further relief as the Court deems fair and equitable.

VII. JURY DEMAND

Plaintiffs, individually and on behalf of those similarly situated, request that this matter be tried to a jury.

Respectfully submitted this 22nd day of July, 2014.

s/ David H. Miller

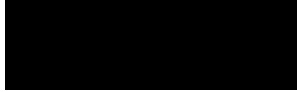
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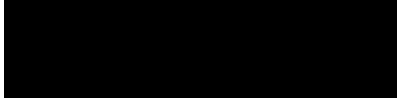
Attorneys for Plaintiffs

Plaintiffs' addresses:

TaHonie Watts



LaShawnda Jenkins



CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of July, 2014, I sent a true and correct copy of Plaintiffs' First Amended Collective and Class Action Complaint by first class prepaid regular United States mail and by email to the following:

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