

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

Superior Court
Civ. A. No. 1779CV00704

_____)
LEAH LAROCK and SARAH CHARTIER,)
on behalf of themselves and all others)
similarly situated,)
	Plaintiffs,)
)
v.)
)
MARDI GRAS ENTERTAINMENT, INC.,)
and ANTHONY L. SANTANIELLO,)
individually,)
	Defendants.)
_____)

FILED - 3 AM:10

CLASS ACTION COMPLAINT

I. INTRODUCTION

1. This action is brought on behalf of a class of Entertainers who worked for Defendants, Mardi Gras Entertainment, Inc. (“Mardi Gras”), and Anthony L. Santaniello (“Santaniello”) as President, Secretary and Treasurer of Mardi Gras, in any of its Massachusetts business locations during the period commencing three (3) years prior to the date of this Complaint and continuing to the date of judgment. Mardi Gras required Plaintiffs, Leah LaRock and Sarah Chartier, as well as similarly situated employees, to make cash payments to the management at Mardi Gras in the form of fees that deprived Entertainers of their full wages, including the full minimum wage and tips that each was entitled to receive by law. At all times relevant to this Complaint, Entertainers were required to pay “Locker Rental Fees” totaling thirty-five (35) to one hundred (100) dollars per shift for each shift worked, whether or not said Entertainer actually used a

facility locker. The Locker Rental Fees in this regard constitute a disguised “fee to work,” which is prohibited by state law. Entertainers were also required to pay the Mardi Gras disc jockeys twenty dollars (\$20.00) per shift as a “DJ Fee.” These fees constitute improper wage deductions in violation of the Massachusetts Wage Act, M.G.L. c.149, § 148. Additionally, Defendant’s fees deprived Entertainers of the full value of the tips to which they were entitled in violation of the Massachusetts Tip Law, M.G.L. c. 149, § 152A and the Massachusetts Minimum Wage Act, M.G.L. c. 151 §§ 1,7. Plaintiffs seek unpaid wages, treble damages, attorney fees and costs, on behalf of themselves and all others similarly situated, pursuant to M.G.L. c. 149, § 150.

II. PARTIES

2. Plaintiff Leah LaRock (“LaRock”) is an adult resident of Spofford, New Hampshire. Plaintiff LaRock worked as an Entertainer for Defendant at its Springfield, Massachusetts location and Anthony’s Dance Club in South Hadley, Massachusetts.
3. Plaintiff Sarah Chartier (“Chartier”) is an adult resident of Granby, Massachusetts. Plaintiff Chartier worked as an Entertainer for Defendant at its Springfield, Massachusetts location and Anthony’s Dance Club in South Hadley, Massachusetts.
4. Defendant Mardi Gras Entertainment, Inc. (“Mardi Gras”) is a domestic corporation incorporated under the laws of the Commonwealth of Massachusetts that operates four different entertainment clubs in Massachusetts: The Mardi Gras Club located at 91 Taylor Street, Springfield, Massachusetts; Anthony’s Dance Club at 500 New Ludlow Road, South Hadley, Massachusetts; The Fifth Alarm at 775 Worthington Street, Springfield, Massachusetts and Center Stage Gentleman’s Club at 265-267 Dwight Street,

Springfield, Massachusetts. It is an employer as that term is defined under the Massachusetts Wage Act.

5. Defendant, Anthony L. Santaniello, is the President, Secretary and Treasurer of Mardi Gras Entertainment, Inc. and, accordingly, is individually liable for Plaintiffs' claims pursuant to M.G.L. c. 149 §§ 148, 150.

III. JURISDICTION

6. This Court has jurisdiction over this matter pursuant to M.G.L. c. 223A §§2, 3.
7. Venue is proper pursuant to M.G.L. c. 223 § 1, because the acts complained of occurred predominantly in Hampden County.

IV. STATEMENT OF FACTS

8. From January 2007 until January 30, 2016, Plaintiff, Leah LaRock, worked for Mardi Gras as an Entertainer.
9. At all times relevant to this Complaint, Ms. LaRock was classified as an employee and earned a base hourly wage at the minimum Service Rate pursuant to M.G.L. c. 151 § 7, and received additional amounts in the form of tips from customers.
10. Plaintiff, Sarah Chartier, was employed by Mardi Gras as an Entertainer beginning on or around February 1, 2011 until December 15, 2016.
11. At all times relevant to this Complaint, Ms. Chartier did not receive a base salary and her only compensation for her employment with Mardi Gras came in the form of tips received from customers.
12. Mardi Gras policy required all of its Entertainers at all of its Massachusetts locations, including Ms. LaRock and Ms. Chartier, to pay fees for each shift worked as a condition of working.

13. Prior to 2010, Mardi Gras required each Entertainer at all of its Massachusetts locations to make cash payments to Mardi Gras management as a “House Fee” in the amount of forty-five (45) to one hundred (100) dollars per shift as a condition for Entertainers to work.
14. On January 11, 2010, *Madeline Ruiz, et al v. Mardi Gras Entertainment, Inc., Hampden County Superior Court, Docket Number 10-000034-A* was filed, in which Plaintiffs, individually and on behalf of similarly situated entertainers sought recovery for unpaid wages including unlawful “fee[s] of between \$45.00 and \$100.00 to management in advance of their shift for the ‘right to perform exotic dances.’”
15. On December 23, 2014, the aforementioned lawsuit against Mardi Gras settled for \$1,800,000.00. (Dkt. # 105).
16. At some point after the filing of the aforementioned lawsuit, Mardi Gras ceased charging entertainers a “House Fee” but changed the name of the fee to what it termed a Locker Rental Fee. This new name did not change the amount of the fee nor the fact that payment was mandatory. Therefore, the re-named fee was still unlawful.
17. At all times relevant to this Complaint, Mardi Gras required cash payment for the purported Locker Rental Fee in the amount of thirty-five (35) dollars to one hundred (100) dollars per shift.
18. Mardi Gras required Entertainers to pay a Locker Rental Fee regardless of whether the Entertainer actually used a locker.
19. Mardi Gras policy also required Entertainers, including Ms. LaRock and Ms. Chartier, to pay twenty (20) dollars per shift to the Disc Jockey as a DJ Fee.

20. Defendants required its Entertainers at all of its Massachusetts locations, including Ms. LaRock and Ms. Chartier, to make cash payments for the above-referenced fees directly to Mardi Gras managers at the beginning of their respective shifts.
21. If Entertainers failed to make cash payments for fees at the start of their shift, a manager would confront the Entertainer during her shift and demand cash payment from the tips collected by the Entertainer.
22. Mardi Gras's deductions from pay in the form of fees exceeded the hourly Service Rate paid to Employees and, by necessity, were paid, in part or in whole, out of the tips received by Entertainers, violating the Massachusetts Tips Law.
23. On August 31, 2017, Plaintiff, Sarah Chartier, received authorization from the Massachusetts Office of the Attorney General, Fair Labor Division, to pursue civil claims against Defendants for wage violations on her own behalf and "on behalf of other similarly situated employees." Plaintiff, Leah LaRock, received authorization of same on September 7, 2017. (Copies of Plaintiffs' Authorization Letters attached hereto as Exhibit "A" and "B").

V. CLASS ALLEGATIONS

24. Plaintiffs, Leah LaRock and Sarah Chartier, seek to represent a class of plaintiffs defined as Entertainers currently or formerly employed by Defendants in Massachusetts, during the period beginning three years prior to the date of commencement of this action through and including the date of judgment in this action.
25. Plaintiffs bring this action under Rule 23 of the Massachusetts Rules of Civil Procedure, for themselves and on behalf of the above defined class.

26. Class certification for these claims is appropriate under Rule 23(a) and Rule 23(b)(3) because all the requirements of the Rules are met.
27. The class is so numerous that joinder of all members is impracticable. Upon information and belief, there are at least five hundred (500) former and current Mardi Gras Entertainers who were employed during the period of the claim.
28. There are questions of law and fact common to the class. All class members were, or continue to be, employed by Mardi Gras as Entertainers who were subject to unlawful deductions from wages and were paid less than the full minimum wage for all hours worked. Common questions of law include: (1) whether the purported Locker Rental Fee constitutes an unlawful deduction from wages; (2) whether Mardi Gras's policy requiring entertainers to share tips with Mardi Gras disc jockeys resulted in an unlawful deduction from wages; (3) whether Mardi Gras forfeited its right to take the Tip Credit against the hourly rates paid to Entertainers by requiring payment of Locker Rental Fees and/or DJ Fees; and (4) whether Mardi Gras failed to pay the full minimum wage to Entertainers as required by law.
29. The named Plaintiffs' claims are typical of those of the class members. Plaintiffs' claims encompass the challenged practices and course of conduct of Mardi Gras. Furthermore, Plaintiffs' legal claims are based on the same legal theories as the claims of the putative class members. The legal issues as to which laws are violated by such conduct apply equally to Plaintiffs and to the class.
30. The named Plaintiffs will fairly and adequately protect the interests of the class. The Plaintiffs' claims are not antagonistic to those of the putative class and they have hired counsel skilled in the prosecution of class actions.

31. Common questions of law and fact predominate over questions affecting only individuals, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy. There is a well-defined community of interest in the questions of law and fact affecting the Class as a whole. The questions of law and fact common to each of the Classes predominate over any questions affecting solely the individual members. Among the common questions of law and fact is whether members of the Classes were uniformly denied and not paid all wages due to them, including full minimum wage, and compensation for improperly deducted fees.
32. This proposed class action under Rule 23 presents few management difficulties, conserves the resources of the parties and the court system, protects the rights of each class member, and maximizes recovery to them.

VI. CAUSES OF ACTION

COUNT I: FAILURE TO PAY MINIMUM WAGE
IN VIOLATION OF STATE LAW
(AS TO DEFENDANT MARDI GRAS)

33. Plaintiffs repeat and re-allege paragraphs 1 through 32.
34. The conduct of Defendant, Mardi Gras, in failing to pay Plaintiffs and other similarly situated individuals the full minimum wage violates Massachusetts General Laws chapter 151, sections 1 and 7.
35. Defendant's conduct in improperly taking the "tip credit" against the minimum wage also violated this law.
36. Plaintiffs and other similarly situated individuals are entitled to recover three times the amount of their unpaid wages plus interest, costs and reasonable attorney's fees.

COUNT II: VIOLATION OF MASSACHUSETTS TIP LAW
(AS TO DEFENDANT MARDI GRAS)

37. Plaintiffs repeat and re-allege paragraphs 1-32.
38. The conduct of Defendant, Mardi Gras, in requiring Plaintiffs and other similarly situated individuals to pay Locker Rental Fees and DJ Fees, deprives them of the full amount of the tips to which they are entitled pursuant to Massachusetts General Laws chapter 149, section 152A.
39. This claim is brought pursuant to Massachusetts General Laws chapter 149, section 150.
40. Plaintiffs and other similarly situated individuals are entitled to recover three times the amount of their unpaid wages plus interest, costs and reasonable attorney's fees under M.G.L. c. 149 § 150.

COUNT III: FAILURE TO PAY PROPER WAGES
IN VIOLATION OF MASSACHUSETTS WAGE ACT
(AS TO DEFENDANT MARDI GRAS)

41. Plaintiffs repeat and re-allege paragraphs 1-32.
42. The conduct of Defendant, Mardi Gras, in failing to pay Plaintiffs and other similarly situated individuals all proper wages due to them violates the Massachusetts Wage Act, M.G.L. c. 149, § 148.
43. Plaintiffs and other similarly situated individuals are entitled to recover three times the amount of their unpaid wages plus interest, costs and reasonable attorney's fees under M.G.L. c. 149 § 150.

COUNT IV: FAILURE TO PAY MINIMUM WAGE
IN VIOLATION OF STATE LAW
(AS TO DEFENDANT SANTANIELLO)

44. Plaintiffs repeat and re-allege paragraphs 1-32.

45. The conduct of Defendant, Anthony Santaniello, as President and Treasurer of Mardi Gras, in failing to pay Plaintiffs and other similarly situated individuals the full minimum wage violates Massachusetts General Laws chapter 151, sections 1 and 7.
46. Defendant, Santaniello's conduct in improperly taking the "tip credit" against the minimum wage also violated this law.
47. Plaintiffs and other similarly situated individuals are entitled to recover three times the amount of their unpaid wages plus interest, costs and reasonable attorney's fees.

COUNT V: VIOLATION OF MASSACHUSETTS TIP LAW
(AS TO DEFENDANT SANTANIELLO)

48. Plaintiffs repeat and re-allege paragraphs 1-32.
49. The conduct of Defendant, Anthony Santaniello, as President and Treasurer of Mardi Gras, in requiring Plaintiffs and other similarly situated individuals to pay Locker Rental Fees, and DJ Fees, violates Massachusetts General Laws chapter 149, section 152A.
50. This claim is brought pursuant to Massachusetts General Laws chapter 149, section 150.
51. Plaintiffs and other similarly situated individuals are entitled to recover three times the amount of their unpaid wages plus interest, costs and reasonable attorney's fees under M.G.L. c. 149 § 150.

COUNT VI: FAILURE TO PAY PROPER WAGES
IN VIOLATION OF MASSACHUSETTS WAGE ACT
(AS TO DEFENDANT SANTANIELLO)

52. Plaintiffs repeat and re-allege paragraphs 1-32.
53. The conduct of Defendant, Anthony Santaniello, as President and Treasurer of Mardi Gras, in failing to pay Plaintiffs and other similarly situated individuals all proper wages due to them violates the Massachusetts Wage Act, M.G.L. c: 149, § 148.

54. Plaintiffs and other similarly situated individuals are entitled to recover three times the amount of their unpaid wages plus interest, costs and reasonable attorney's fees under M.G.L. c. 149 § 150.

VII. PRAYER FOR RELIEF

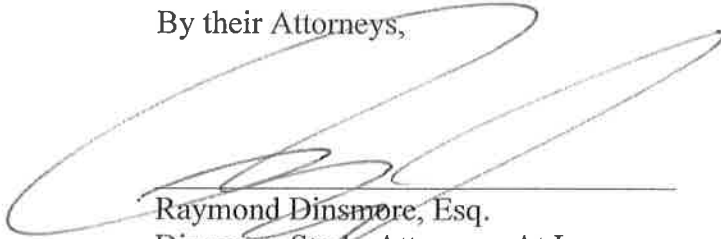
WHEREFORE, Plaintiffs request that this Court enter the following relief:

1. Certification of this case as a class action pursuant to Mass. R. Civ. P. Rule 23 of the Massachusetts Rules of Civil Procedure;
2. Designation of Plaintiffs as class representatives;
3. Restitution for all unpaid wages to which they and the class are entitled, including all wages due to them, including full minimum wage, and compensation for improperly deducted fees;
4. Statutory trebling of all damages, pursuant to M.G.L c. 149 Section 150;
5. Payment of incentive awards for named Plaintiffs;
6. Attorneys' fees and costs;
7. Any other relief to which Plaintiffs may be entitled.

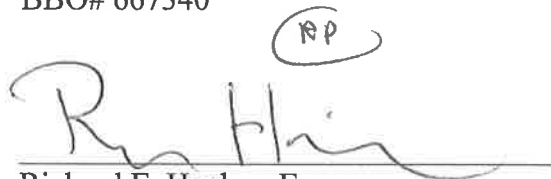
Dated: October 3, 2017

Respectfully submitted,
LEAH LAROCK and
SARAH CHARTIER,
on behalf of themselves and all others similarly
situated,

By their Attorneys,

A large, stylized handwritten signature in black ink, appearing to be 'RDinsmore', written over a horizontal line.

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A handwritten signature in black ink, appearing to be 'Richard E. Hayber', written over a horizontal line. A small circled 'RP' is written above the signature.

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