

COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)
Louis M. Marlin, Esq. [SBN 054053] Hanna B. Raanan, Esq. [SBN 261014]
MARLIN & SALTZMAN, LLP
3200 El Camino Real, Suite 100
Irvine, CA 92602
TELEPHONE NO.: 714-669-4900 FAX NO.: 714-669-4750
ATTORNEY FOR (Name): Plaintiff, Elizabeth Valladares

FOR COURT USE ONLY

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 07 2014

BY [Signature]
DENNIS NEWCOMB, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
STREET ADDRESS: 303 W. Third Street
MAILING ADDRESS: SAME
CITY AND ZIP CODE: San Bernardino, CA 92415-0210
BRANCH NAME:

CASE NAME:
ELIZABETH VALLADARES v. INSOMNIAC, INC.

CIVIL CASE COVER SHEET
[Checked] Unlimited (Amount demanded exceeds \$25,000) [] Limited (Amount demanded is \$25,000 or less)
Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CIVDS1402710
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
Auto Tort
[] Auto (22)
[] Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[] Asbestos (04)
[] Product liability (24)
[] Medical malpractice (45)
[] Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
[] Business tort/unfair business practice (07)
[] Civil rights (08)
[] Defamation (13)
[] Fraud (16)
[] Intellectual property (19)
[] Professional negligence (25)
[] Other non-PI/PD/WD tort (35)
Employment
[] Wrongful termination (36)
[Checked] Other employment (15)
Contract
[] Breach of contract/warranty (06)
[] Rule 3.740 collections (09)
[] Other collections (09)
[] Insurance coverage (18)
[] Other contract (37)
Real Property
[] Eminent domain/Inverse condemnation (14)
[] Wrongful eviction (33)
[] Other real property (26)
Unlawful Detainer
[] Commercial (31)
[] Residential (32)
[] Drugs (38)
Judicial Review
[] Asset forfeiture (05)
[] Petition re: arbitration award (11)
[] Writ of mandate (02)
[] Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
[] Antitrust/Trade regulation (03)
[] Construction defect (10)
[] Mass tort (40)
[] Securities litigation (28)
[] Environmental/Toxic tort (30)
[] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
[] Enforcement of judgment (20)
Miscellaneous Civil Complaint
[] RICO (27)
[] Other complaint (not specified above) (42)
Miscellaneous Civil Petition
[] Partnership and corporate governance (21)
[] Other petition (not specified above) (43)

- 2. This case [Checked] is [] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties
b. [Checked] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. [Checked] Substantial amount of documentary evidence
d. [] Large number of witnesses
e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [Checked] monetary b. [Checked] nonmonetary, declaratory or injunctive relief c. [Checked] punitive
4. Number of causes of action (specify):
5. This case [Checked] is [] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 7, 2014
Hanna B. Raanan
(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
• Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
• File this cover sheet in addition to any cover sheet required by local court rule.
• If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
• Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

ELIZABETH VALLADARES

Case No. CIVDS1402710

vs.

CERTIFICATE OF ASSIGNMENT

INSOMNIAC, INC., et al.

A civil action or proceeding presented for filing must be accompanied by this certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the San Bernardino District of the Superior Court under Rule 404 of this court for the checked reason:

General Collection

Nature of Action	Ground
<input type="checkbox"/> 1 Adoption	Petitioner resides within the district.
<input type="checkbox"/> 2 Conservator	Petitioner or conservatee resides within the district.
<input type="checkbox"/> 3 Contract	Performance in the district is expressly provided for.
<input checked="" type="checkbox"/> 4 Equity	The cause of action arose within the district.
<input type="checkbox"/> 5 Eminent Domain	The property is located within the district.
<input type="checkbox"/> 6 Family Law	Plaintiff, defendant, petitioner or respondent resides within the district.
<input type="checkbox"/> 7 Guardianship	Petitioner or ward resides within the district or has property within the district.
<input type="checkbox"/> 8 Harassment	Plaintiff, defendant, petitioner or respondent resides within the district.
<input type="checkbox"/> 9 Mandate	The defendant functions wholly within the district.
<input type="checkbox"/> 10 Name Change	The petitioner resides within the district.
<input type="checkbox"/> 11 Personal Injury	The injury occurred within the district.
<input type="checkbox"/> 12 Personal Property	The property is located within the district.
<input type="checkbox"/> 13 Probate	Decedent resided or resides within the district or had property within the district.
<input type="checkbox"/> 14 Prohibition	The defendant functions wholly within the district.
<input type="checkbox"/> 15 Review	The defendant functions wholly within the district.
<input type="checkbox"/> 16 Title to Real Property	The property is located within the district.
<input type="checkbox"/> 17 Transferred Action	The lower court is located within the district.
<input type="checkbox"/> 18 Unlawful Detainer	The property is located within the district.
<input type="checkbox"/> 19 Domestic Violence	The petitioner, defendant, plaintiff or respondent resides within the district.
<input checked="" type="checkbox"/> 20 Other <u>Labor Code</u>	Conduct giving rise to action took place in San Bernardino
<input type="checkbox"/> 21 THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT.	

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designated district is:

Nocturnal Wonderland / Insomniac Event

2575 Glen Helen Parkway

(NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR)

ADDRESS

San Bernardino

CA

92407

(CITY)

(STATE)

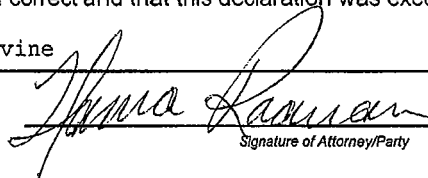
(ZIP CODE)

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on

March 7, 2014

at Irvine

California


Signature of Attorney/Party

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

INSOMNIAC, INC., INSOMNIAC ENTERTAINMENT, INC., LIVE NATION WORLDWIDE, INC., and DOES 1-100, inclusive.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ELIZABETH VALLADARES, individually and on behalf of all others similarly situated.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 07 2014

BY 
DENNIS NEWCOMB, DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la Información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

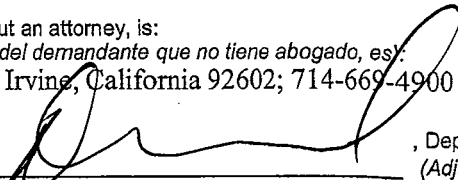
The name and address of the court is:
(El nombre y dirección de la corte es): San Bernardino District - Civil Division
303 W. Third St.
San Bernardino, CA 92415-0210

CASE NUMBER:
(Número del Caso): CIVDS1402710

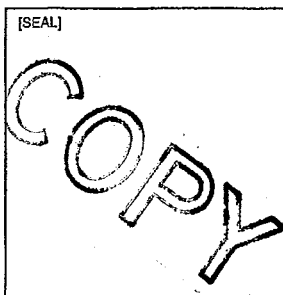
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Louis M. Marlin, (SBN 054053) - 3200 EL Camino Real, Ste 100, Irvine, California 92602; 714-669-4900

MAR 07 2014

DATE: 1
(Fecha)

Clerk, by , Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 07 2014

1 **MARLIN & SALTZMAN, LLP**
Louis M. Marlin, Esq. (SBN 054053)
2 Stephen P. O'Dell, Esq. (SBN 132279)
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4 Adrian R. Bacon, Esq. (SBN 280223)
3200 EL Camino Real, Suite 100
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5 (714) 669-4900 Fax: (714) 669-4750

BY 
DENNIS NEWCOMB, DEPUTY
TRIAL SETTING CONFERENCE

6 **THE HAMIDEH FIRM, PC**
Bassil A. Hamideh (SBN: 261233)
7 1801 Century Park East, Suite. 2400
Los Angeles, CA 90067
8 (310) 556-9687; Fax: (310) 733-5699

Hearing Date 9/5/14
at 8:30 Dept 534

9 Attorneys for Plaintiff Elizabeth Valladares

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

13 ELIZABETH VALLADARES, individually
14 and on behalf of all others similarly situated,

Case No. **CIVDS1402710**

15 Plaintiffs,
16 vs.

CLASS ACTION

COMPLAINT FOR:

17 INSOMNIAC, INC., a California corporation,
18 INSOMNIAC ENTERTAINMENT, INC., a
19 Delaware corporation, LIVE NATION
WORLDWIDE, INC., a Delaware corporation,
and DOES 1-100, inclusive,

1. VIOLATION OF FAIR LABOR STANDARDS ACT 29 U.S.C. § 201 ET SEQ. -MINIMUM WAGES
2. VIOLATION OF FAIR LABOR STANDARDS ACT 29 U.S.C. § 201 ET SEQ. - OVERTIME
3. VIOLATION OF FAIR LABOR STANDARDS ACT 29 U.S.C. § 201 ET SEQ. - FAILURE TO KEEP ACCURATE RECORDS
4. COMMON COUNT FOR THE REASONABLE VALUE OF SERVICES RENDERED
5. FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES (Labor Code §§ 1194, 1197 And Wage Order 7);
6. FAILURE TO PAY OVERTIME (Labor Code §§ 510, 1194, 1198 And Wage Order 7)

20 Defendants,
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7. FAILURE TO PROVIDE REST BREAKS (Labor Code §§ 226.7 And Wage Order 7)
8. FAILURE TO PROVIDE MEAL PERIODS (Labor Code §§ 226.7, 512, And Wage Order 7)
9. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS (Labor Code §§ 226);
10. FAILURE TO PAY ALL WAGES OWED UPON TERMINATION (Labor Code §§ 201-203);
11. VIOLATION OF CALIFORNIA *BUSINESS AND PROFESSIONS CODE* §17200.
12. VIOLATION OF CALIFORNIA *BUSINESS AND PROFESSIONS CODE* §17500.
13. COMMON LAW FRAUD AND DECEIT

DEMAND FOR JURY TRIAL

Plaintiff Elizabeth Valladares ("Plaintiff") hereby submits her Class Action Complaint against Defendants Insomniac, Inc., Insomniac Entertainment, Inc. (together with Insomniac, Inc., "Insomniac"), and Live Nation Worldwide, Inc. ("Live Nation") and DOES 1-100 (hereinafter collectively referred to as "Defendants") on behalf of herself and all other similarly situated individuals employed by Defendants as current or former unpaid volunteers ("Volunteer Employees") for (1) violations of the California Labor Code, including failure to pay minimum wages and liquidated damages, failure to pay overtime, failure to provide legally compliant rest breaks, failure to provide legally compliant meal periods, failure to provide accurate wage statements, failure to pay all wages owed upon termination; (2) violations of the Fair Labor Standards Act ("FLSA"), including failure to pay minimum wages, failure to keep accurate records; (3) failure to pay for goods and services rendered; and (4) restitution and injunctive relief as follows:

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///

I.

INTRODUCTION

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2
3 1. This class action is within the Court’s jurisdiction under California Labor Code §§
4 201-203, 226, 226.7, 510, 512, 558, 1194, 1198, Industrial Welfare Commission (“IWC”) Wage
5 Order 7 and California Business and Professions Code §17200, et seq. (Unfair Practices Act).
6 This class action also alleges violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et
7 seq., as well as California common law violations.

8 2. This complaint challenges systemic illegal employment practices resulting in
9 violations of the California Labor Code and Business and Professions Code whereby Defendants
10 purport to solicit volunteers to work at their events under the false pretense that volunteers will
11 get to enjoy the event in exchange for their services. In reality, Volunteer Employees are
12 required to work for the duration of the event, and are never able to enjoy the event.
13 Furthermore, Defendants require Volunteer Employees to pay a deposit fee for their unpaid
14 services, which amount is charged to the Volunteer Employee if Defendants determine, in their
15 sole discretion, that the Volunteer Employee has not performed to their satisfaction. As a result,
16 Volunteer Employees do not receive any compensation for their “employment” and in some
17 cases are forced to pay Defendants in order to work for them.

18 3. Plaintiff is informed and believes and based thereon alleges that Defendants,
19 jointly and severally have acted intentionally and with deliberate indifference and conscious
20 disregard of the rights of all Volunteer Employees to receive all regular wages due for services
21 rendered, to receive legally compliant meal and rest breaks, to receive all wages due for meal and
22 rest period violations, to timely receive all final wages due upon termination of employment, and
23 in connection with Defendants’ failure to maintain all proper payroll records of Plaintiff and
24 class members.

25 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
26 engaged in, among other things, a system of willful violations of the California Labor Code,
27 Business and Professions Code, applicable IWC wage orders and the FLSA, by creating and
28

1 maintaining policies, practices and customs that knowingly deny Volunteer Employees the above
2 stated rights and benefits.

3 **II.**

4 **JURISDICTION AND VENUE**

5 5. This Court has jurisdiction over this matter pursuant to the provisions of the
6 California *Labor Code* and regulations, as well as *Business & Professions Code* § 17200. Venue
7 is proper in San Bernardino County because the conduct alleged herein which gives rise to the
8 claims asserted occurred within San Bernardino County. Specifically, Plaintiff worked for
9 defendants within San Bernardino County, and the wages herein claimed were earned by her in
10 San Bernardino County. Additionally, the products and services exchanged for Plaintiff's labor
11 were issued and consumed in San Bernardino County.

12 **III.**

13 **THE PARTIES**

14 6. Plaintiff ELIZABETH VALLADARES is an individual residing in Los Angeles,
15 California.

16 7. With respect to the FLSA claims, Plaintiff has consented to join this action by
17 concurrently filing a written Consent to Join form, attached hereto as Exhibit A.

18 8. Plaintiff brings this action on behalf of herself and all others similarly situated as
19 a class action, pursuant to California Code of Civil Procedure § 382. The class which Plaintiff
20 seeks to represent is composed of and defined as follows:

21 **Volunteer Class:**

22 All persons who worked as an unpaid volunteer at any event, show, or other
23 promotional gathering conducted by DEFENDANTS, in the United States, at any
24 time during the Class Period.

25 **California Class:**

26 All members of the Volunteer Class who worked as an unpaid volunteer at an
27 event, show, or other promotional gathering conducted by DEFENDANTS in the
28 State of California, at any time during the Class Period.

1 Terminated Subclass:

2 All members of the California Class whose employment ended during the Class
3 Period.

4 Excluded from the Volunteer Class, California Class and Terminated Subclass are
5 individuals who acted as, for the period during which they acted as, Defendants' leads,
6 supervisors, managers, shift leaders, crew leaders, street team leaders, regional leaders or any
7 other employees in a managerial or supervisory position involved in enforcing or effectuating the
8 unlawful conduct alleged herein.

9 The Class Period is the period from four years prior to the date this Complaint was filed,
10 through and including the date judgment is rendered in this matter.

11 9. Plaintiff is informed and believes and thereon alleges that at all times relevant to
12 this litigation, INSOMNIAC, INC. ("Insomniac") was and/or is a California corporation,
13 organized and existing pursuant to the laws of the state of California, which conducted and/or
14 conducts its business in the State of California and throughout the United States.

15 10. Plaintiff is informed and believes and thereon alleges that at all times relevant to
16 this litigation, Defendant INSOMNIAC ENTERTAINMENT, INC. ("Insomniac
17 Entertainment"), was and/or is a Delaware corporation, organized and existing pursuant to the
18 laws of the state of Delaware, which conducted and/or conducts its business in the State of
19 California and throughout the United States.

20 11. Plaintiff is informed and believes and thereon alleges that at all times relevant to
21 this litigation, Defendant LIVE NATION WORLDWIDE, INC. ("Live Nation"), was and/or is a
22 Delaware corporation, organized and existing pursuant to the laws of the state of Delaware,
23 which conducted and/or conducts its business in the State of California and throughout the
24 United States.

25 12. Defendants are collectively the world's global event leaders and owners of one of
26 the world's top five e-commerce sites with over 27 million monthly unique visitors.

27 13. Plaintiff alleges, based on information and belief, that the Defendants are part of a
28 joint enterprise, and as a matter of law, a single employer and actor for purposes of this lawsuit.

1 14. Plaintiff further alleges based on information and belief that the Defendants are
2 agents of one another, and act as part of an overall single business enterprise, under centralized
3 control. Plaintiff further alleges that each Defendant acted as a joint employer of the proposed
4 class members.

5 15. Plaintiff does not know the true names or capacities, whether individual,
6 partnership, corporate or otherwise, of the defendants sued herein as DOE defendants, and for
7 that reason, said defendants are sued under such fictitious names, and Plaintiff prays leave to
8 amend this complaint when the true names and capacities are known. Plaintiff is informed and
9 believes, and based thereon alleges, that each of the said fictitious defendants were responsible in
10 some way for the matters alleged herein and proximately caused Plaintiff and members of the
11 putative class to be subject to the illegal employment practices, wrongs, breaches, and injuries
12 complained of herein.

13 16. At all times pertinent hereto, each of the said DOE defendants participated in the
14 doing of acts hereinafter alleged to have been done by the named Defendants; and furthermore,
15 the Defendants, and each of them, were the agents, servants, and employees of each of the other
16 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
17 acting within the course and scope of said agency and employment.

18 17. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 pertinent hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or
20 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
21 within the course and scope of such agency, employment, joint venture, or concerted activity.
22 To the extent the said acts, conduct, and omissions were perpetrated by certain Defendants, each
23 of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the
24 acting Defendants.

25 18. At all times pertinent hereto, Defendants, and each of them, were members of,
26 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
27 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

28 19. At all times pertinent hereto, the acts and omissions of various Defendants, and

1 each of them, concurred with and contributed to the various acts and omissions of each and all of
2 the other Defendants in proximately causing the injuries and damaged as herein alleged. At all
3 pertinent times, Defendants, and each of them, ratified each and every act or omission
4 complained of herein. At all pertinent times, the Defendants, and each of them, aided and
5 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
6 damages as herein alleged.

7 IV.

8 **FACTUAL ALLEGATIONS**

9 36. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
10 paragraphs.

11 37. Defendants Insomniac, Inc. and Insomniac Entertainment (together “Insomniac”)
12 is an American tour promoter focusing primarily on electronic music events. It organizes a
13 number of major dance music festivals, including its flagship Electric Daisy Carnival, along with
14 other events such as Beyond Wonderland, Nocturnal Wonderland, and also jointly organized
15 with Defendant Live Nation the Together as One festival. Insomniac is a for-profit company.

16 38. Defendant Live Nation Worldwide, Inc. (“Live Nation”) is the world’s leading
17 live entertainment company, which produces over 22,000 shows annually for more than 2,300
18 artists globally. Live Nation is a for-profit company.

19 39. Live Nation owns a 50% stake in Insomniac. Despite Defendants’ shows and
20 events being lucrative, for profit commercial operations, Defendants staff their events largely by
21 use of “volunteers”, and do not pay them any wages.

22 40. Through websites, social media, and other means of advertising, Defendants
23 recruited thousands of “volunteers” (hereinafter “Volunteer Employees”) to work at their
24 events.¹ Instead of paying Volunteer Employees for their work, Defendants, provided volunteers
25 only with free admission to the event a volunteer employee would work. However, the value of
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27 _____
28 ¹ For instance, Live Nation solicits volunteers on its website:
<http://www.livenation.com/artists/70132/volunteer>.

1 this “free admission” was highly overstated and essentially worthless, as volunteers spend the
2 majority of their time performing duties under the direction and control of Defendants.

3 41. On September 21, 2013, Plaintiff was employed as a Volunteer Employee by
4 INSOMNIAC at Nocturnal Wonderland in San Bernardino, California.

5 42. Prior to her employment, Plaintiff was required to give DEFENDANTS her credit
6 card information, presumably to ensure that she checked-in for work. Plaintiff was further told
7 that if, at the discretion of DEFENDANTS, it was determined that she had not worked the full
8 time she was scheduled, DEFENDANTS would charge her credit card the full amount of a ticket
9 to Nocturnal Wonderland.

10 43. Plaintiff was then required to work for 14+ hours on the day she was scheduled,
11 with no rest breaks and only one meal break.

12 44. DEFENDANTS did not pay Plaintiff for any of the time worked, including wages
13 for work performed, overtime pay, and including time spent in work-related travel.
14 DEFENDANTS did not pay Plaintiff any meal or rest period wages when owed, and did not
15 provide meal or rest periods as required by Labor Code section 226.7.

16 45. DEFENDANTS’ failure to pay Plaintiff for all time worked, including wages for
17 work performed, failure to pay for any meal or rest period wages when owed, and failure to
18 provide meal or rest periods is a violation of the Fair Labor Standards Act (“FLSA”) 201, et seq.

19 46. DEFENDANTS did not keep accurate records of Plaintiff’s work, hours and
20 wages earned. Plaintiff was and is a victim of the policies practices and customs of
21 DEFENDANTS complained of in this action in ways that have deprived her of the rights
22 guaranteed her by the California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1198,
23 Industrial Welfare Commission (“IWC”) Wage Order 7, California Business and Professions
24 Code §17200, et seq. (Unfair Practices Act), and the Fair Labor Standards Act (FLSA) §§ 201, et
25 seq.

26 47. Through this action, Plaintiff seeks to (1) force Defendants to stop soliciting and
27 accepting work from Volunteer Employees, (2) recover unpaid wages for all Volunteer
28 Employees who performed work for Insomniac during the relevant period, and (3) recover other

1 damages based on Defendants' willful misrepresentations and deceit of Unpaid Volunteers and
2 violations of applicable labor laws.

3 48. Defendants' failure to pay its volunteers any wages violates federal and state
4 minimum wage laws, which require employers to pay at least the minimum wage for all work
5 that they suffer or permit, and which exist to eliminate labor conditions detrimental to the
6 maintenance of the minimum standard of living necessary for health, efficiency, and general
7 well-being of workers.

8 49. By failing to pay Plaintiff and thousands of others for their productive work,
9 Defendants denied federal, state, and local governments significant tax revenue and denied the
10 Volunteer Employees important benefits of working, including workers' compensation insurance,
11 social security contributions, and, most importantly, the ability to earn a fair day's wage for a fair
12 day's work.

13 50. Defendants could have and should have paid its Volunteer Employees, but chose
14 instead to classify these individuals as non-employee volunteers, leveraging their eagerness to
15 attend these events against their willingness to work for free.

16 51. Prior to events, Defendants invite prospective volunteers to submit an application
17 and resume, so that they can decide whether an individual will be "approved" as a volunteer.
18 Defendants then provide each individual with a set of common event guidelines that must be
19 followed as a volunteer. In addition to filling out an application, volunteers must also pay a
20 "refundable volunteer deposit" to solidify their position as a volunteer. If the volunteer is
21 deemed not to have completed their "duties" or to have behaved inappropriately during the
22 volunteer hours, Defendants do not return the deposit.

23 52. Plaintiff brings this Class Action against Defendants, and each of them, pursuant
24 to Code of Civil Procedure §382, on behalf of herself and for the benefit of all other persons
25 employed directly and/or indirectly by Defendants as a "volunteer," who were not paid wages
26 pursuant to California and Federal law prior and subsequent to the date this action was filed.

27 53. Based on information and belief, for at least four years prior to the filing of this
28 action and through to the present, Defendants jointly employed Plaintiff and the putative class

1 members throughout California and the United States, and maintained and enforced against
2 Plaintiff and the putative class members the systemic policies, practices, and/or customs
3 complained of herein. Plaintiff seeks relief on behalf of herself, and the members of the
4 Volunteer Class, as a result of systemic employment policies, practices and procedures, more
5 specifically described below, which violate the FLSA, and which have resulted in the failure of
6 Defendants to pay Plaintiff and members of the Volunteer Class all wages owed to them. Said
7 employment policies, practices and procedures are generally described as follows:

8 a. Defendants misclassified Plaintiff and class members as volunteers, and in doing
9 so, failed to properly pay them any wages for time spent working, including at least the
10 federal and state-mandated minimum wages for all hours worked, which include but are
11 not limited to, time spent traveling between locations, attending training and/or base
12 camp, performing duties at the events under the supervision, direction and control of
13 Defendants, and other time for which Plaintiff and class members were subject to their
14 employers' direction and control;

15 b. Defendants failed to pay all wages due and owing to "Volunteers," including
16 Plaintiff and the class members, in violation of the Fair Labor Standards Act, 29 U.S.C.
17 §§ 201 et seq. ("*FLSA*");

18 54. Plaintiff also seeks relief on behalf of herself and the members of the California
19 Class, as a result of systemic employment policies, practices and procedure, more specifically
20 describer below, which violate the FLSA, the California *Labor Code*, and the orders and
21 standards promulgated by the California Department of Industrial Relations, Industrial Welfare
22 Commission, and Division of Labor Standards Enforcement, and which have resulted in the
23 failure of Defendants to pay Plaintiff and members of the California Class all wages owed to
24 them. Said employment policies, practices and procedures are generally described as follows:

25 a. Defendants misclassified Plaintiff and class members as volunteers, and in doing
26 so, failed to properly pay them any wages for time spent working, including at least the
27 federal and state-mandated minimum wages for all hours worked, which include but are
28 not limited to, time spent traveling between locations, attending training and/or base

1 camp, performing duties at the events under the supervision, direction and control of
2 Defendants, and other time for which Plaintiff and class members were subject to their
3 employers' direction and control;

4 b. Defendants failed to pay all wages due and owing to "Volunteers," including
5 Plaintiff and the class members, in violation of the Fair Labor Standards Act, 29 U.S.C.
6 §§ 201 et seq, ("*FLSA*"), California Labor Code ("*Labor Code*") and Industrial Welfare
7 Commission Wage Order 7 ("*Wage Order*");

8 c. Defendants required, suffered, employed, and/or permitted Plaintiff and class
9 members to work in excess of regular work hours without the required overtime and/or
10 double time compensation;

11 d. Defendants failed to provide Plaintiff and class members with rest periods and/or
12 failed to properly compensate Plaintiff and members of the proposed class for such
13 failure to provide proper rest periods, as required by *Labor Code* § 226.7 and Wage
14 Order 7;

15 e. Defendants failed to provide Plaintiff and class members with duty-free meal
16 periods of at least thirty minutes and/or failed to properly compensate Plaintiff and
17 members of the proposed class for such failure to provide proper meal periods, as
18 required by *Labor Code* §§ 226.7 and 512 and Wage Order 7;

19 f. Defendants failed to issue accurate itemized wage statements to their volunteer
20 employees, including Plaintiff and the class members, in violation of, *inter alia*, *Labor*
21 *Code* §226 and Wage Order 7;

22 g. Defendants failed to pay Plaintiff and members of the Terminated Subclass all
23 wages due upon termination of their employment, in violation of *Labor Code* §§ 201-
24 203; and,

25 h. Violating *Business and Professions Code* §§ 17200 et seq. as further set forth
26 below.

27 55. Plaintiff also alleges that Defendants, and each of them, are for-profit entities and
28 had the clear ability to pay such wages as are/were due and owing to Plaintiff and members of

1 the Volunteer Class, but intentionally did not pay such wages, in conscious disregard of the
2 rights of Plaintiff and the members of the Volunteer Class to timely payment of their wages.

3 56. Further, Defendants engaged in a systematic scheme to misrepresent the nature of
4 the relationship it held over members of the Volunteer Class as one of Organization-Volunteer,
5 rather than Employer-Employee, thus deceiving and defrauding members of the Volunteer Class
6 into believing that they were not entitled to the benefits and protections of the FLSA and/or the
7 California Labor Code.

8 57. Defendants further deceived members of the Volunteer Class, through their
9 actions and advertisements, by misrepresenting the value of admission to the events, such that
10 Plaintiff and members of the Volunteer Class reasonably believed such compensation would
11 have value commensurate with the value of the services rendered to Defendants. Defendants
12 willfully withheld the critical caveat that Plaintiff and other members of the Volunteer Class
13 would in fact not be provided with sufficient time off during their shift to enjoy the event.

14 58. This action seeks relief for the un-remediated violations of Federal and California
15 law including, *inter alia*:

16 a. Damages and/or restitution, as appropriate, to Plaintiff and to the Volunteer Class,
17 for non-payment of the wages due them and interest thereon;

18 b. Damages and/or restitution, as appropriate, to Plaintiff and to the California Class,
19 for non-payment of wages (including overtime wages), and meal and rest period wages;

20 c. Damages and/or penalties for Plaintiff and the California Class, who were not
21 issued accurate itemized wage statements in conformity with California law.

22 d. Damages and/or penalties for Plaintiff and California Class Members for
23 Defendants' failure to pay all wages due and owing upon completion of their
24 employment in conformity with California law;

25 e. Implementation of other equitable and injunctive relief, including, *inter alia*, an
26 injunction prohibiting Defendants, and each of them, from continuing to:

27 i. failing to pay wages due, in accordance with the *FLSA*, *Labor Code* and
28 Wage Order 7, to "Volunteers;"

1 ii. failing to authorize and permit mandated meal and rest periods or pay
2 additional wages to their Volunteer employees in California who did not receive
3 the required meal and rest periods in accordance with the *Labor Code* and Wage
4 Order 7;

5 iii. failing to issue accurate itemized wage statements to California employees
6 in accordance with the *Labor Code* and Wage Order 7; and,

7 iv. failing to pay all compensation due to their California Volunteer
8 employees at the time of the termination of their employment in accordance with
9 the *Labor Code*; and,

10 f. Punitive damages for intentionally and maliciously misclassifying an entire subset
11 of its labor force as “Volunteers” in order to avoid paying them any wages, or providing
12 any of the benefits of employment under the FLSA, the Labor Code and/or Wage Order
13 7;and

14 g. Attorney fees and costs as provided by statute and/or applicable case law
15 including, without limitation, *Labor Code* §§ 226 and 1194, and *Code of Civil Procedure*
16 § 1021.5; and such other relief as the Court deems just and proper.

17 59. On information and belief, and at all times relevant to this litigation, Defendants
18 regularly solicited Volunteer Employees, through their websites, social media, email, and other
19 forms of advertising. In exchange for offering their services for a shift, which often lasted over
20 12 hours, Volunteer Employees were provided “free admission” to the event at which the
21 Volunteer was working. These events ranged from concerts, to fairs and festivals.

22 60. Because Volunteers were expected to, and in fact did, spend the vast majority of
23 their time performing job duties under the direction, supervision and control of Defendants, the
24 promise of free admission was illusory. Defendants directly and/or indirectly through the use of
25 agents, subsidiaries and/or alter egos, employed Plaintiff and similarly situated persons, and
26 disguised this employment relationship by referring to such individuals as volunteers. However,
27 these Volunteer Employees fall far from the exception outlined by the FLSA and the Labor
28 Code, and thus were illegally misclassified. Plaintiff alleges that such misclassification was

1 made with knowledge and intent to subvert the legal protections afforded to paid employees, and
2 to profit at expense of the Volunteer Employees.

3 61. On information and belief, and at all times relevant to this litigation, Defendants
4 and their subsidiaries, parents, or affiliated companies consistently maintained and enforced
5 against their Volunteer Employees systemic policies and practices that resulted in Defendants not
6 paying Plaintiff and other Volunteer Employees any wages for time spent under their direction
7 and control, including without limitation, all minimum, regular, overtime, reporting time, hourly
8 and/or piece-rate wages, and all meal and rest period wages, pursuant to California and Federal
9 law.

10 62. On information and belief, and at all times relevant to this litigation, Defendants
11 and their subsidiaries, parents, or affiliated companies consistently maintained and enforced
12 against their Volunteer Employees systemic policies and practices that required Plaintiff and the
13 other Volunteer Employees to report to work, but failed to compensate them for time during
14 which they were under the employers' control and/or permitted or suffered to work, whether or
15 not required to do so.

16 63. On information and belief, and at all times relevant to this litigation, Defendants
17 and their subsidiaries, parents, or affiliated companies consistently maintained and enforced
18 against their California volunteer employees policies and practices that resulted in Defendants
19 not providing Plaintiff and other Volunteer Employees proper required meal and rest periods in
20 accordance with California law. Plaintiff and the other Volunteer Employees did not voluntarily
21 waive their meal or rest periods. Further, Defendants did not compensate Plaintiff and the other
22 California employees an additional hour's wage for each of Defendants' failure to provide the
23 mandated meal or rest periods.

24 64. On information and belief, and at all times relevant to this litigation, Defendants
25 and their subsidiaries, parents, or affiliated companies consistently maintained and enforced
26 against their California Volunteer Employees policies and practices whereby Defendants
27 willfully failed to issue accurate itemized wage statements to Plaintiff and the other Volunteer
28 Employees in violation of *Labor Code* §226.

1 65. On information and belief, and at all times relevant to this litigation, Defendants
2 and their subsidiaries, parents, or affiliated companies consistently maintained and enforced
3 against their Volunteer Employees systemic policies and practices whereby Defendants willfully
4 failed to pay the wages Defendants owed Plaintiff and the other California Volunteer Employees
5 at the time of layoff or at the time of their employment separation in violation of *Labor Code*
6 §§201, 202 and 203.

7 66. On information and belief, and at all times relevant to this litigation, Defendants
8 have made it difficult to account with precision for the unlawfully withheld wages due volunteer
9 employees, including Plaintiff and other Volunteer Employees, because they did not maintain
10 accurate time records and/or issue accurate itemized wage statements as required for California
11 Volunteer Employees by *Labor Code* §§ 226, 1174(d), and the applicable Wage Order. For
12 example, Defendants failed to comply with *Labor Code* § 226(a) inasmuch as they did not issue
13 Plaintiff and other California volunteer employees itemized wage statements that accurately list
14 the hours worked, net and gross wages earned, applicable rates of pay, and the address of the
15 legal entity that is the employer, as required. Plaintiff and the other Volunteer Employees have
16 been injured by Defendants' knowing and intentional failure to provide them accurate itemized
17 wage statements. Pursuant to *Labor Code* § 226(e), Plaintiff and California Class Members are
18 entitled to recover the greater of all actual damages, or penalties not to exceed \$4,000.00 for each
19 employee.

20 67. Plaintiff and members of the Terminated Subclass, whose employment with
21 defendants was terminated during the Class Period, were routinely not paid, upon termination, all
22 wages due to them, in violation of California *Labor Code* § 201-203. Specifically, members of
23 the Terminated Subclass were not paid: (1) for all time worked; and (2) the premium wages due
24 for Defendants' failure to provide proper meal and rest breaks. During the Class Period, and
25 continuing to the present, Defendants have had a consistent policy, practice, custom, and/or habit
26 of failing to provide members of the Terminated Subclass all wages due to them upon
27 termination.

28 68. The violations herein alleged were and are willful and deliberate, and were taken

1 pursuant to, and resulted from Defendants' systemic policies, customs, and practices, which
2 Defendants applied uniformly to Plaintiff and all members of the Volunteer Class, and which
3 have resulted in the unjust enrichment of Defendants at the expense of Plaintiff and members of
4 the Volunteer Class.

5 69. As a direct result of the violations herein alleged, Plaintiff and members of the
6 Volunteer Class have suffered, and continue to suffer substantial losses related to the use and
7 enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to
8 compel Defendants to fully perform their obligations under state law, all to their respective
9 damage in amounts according to proof at the time of trial.

10 **PLAINTIFF'S FACTUAL ALLEGATIONS**

11 70. Consistent with its unlawful policies and practices, Defendants subjected Plaintiff
12 to unlawful conduct. INSOMNIAC confirmed Plaintiff as a volunteer for the September 21,
13 2013 event at Nocturnal Wonderland in San Bernardino, California. Plaintiff completed the
14 registration process for the event, which required her to submit her credit card information.
15 INSOMNIAC "held" \$89.90 for one to five days after the event to ensure she completed her
16 "duties" and behaved appropriately during her volunteer hours. Plaintiff was directed by
17 Insomniac to arrive at the Hilton-San Bernardino at 12:30 p.m., September 21, 2013. She picked
18 up her Insomniac wristband and had to leave her driver's license ID for Insomniac to hold. She
19 was then directed to drive to a designated area at the event site and park in the "volunteer parking
20 lot." The volunteers were transported by shuttle to the "volunteer base camp" on the main event
21 grounds. At volunteer base camp, the volunteers received Insomniac teal t-shirts which had to be
22 returned at the end of the work period or volunteers would lose the \$89.90 deposit. After driving
23 to base camp, the volunteers were given their assignments, where they could be assigned one of
24 five positions:

25 a) General Store - volunteers' duties included assisting patrons with purchasing
26 cigarettes, lighters, glow sticks, sundries, feminine hygiene products, and candy).

27 Volunteer Employees were not permitted to handle cash;

28 b) Merchandise store - volunteers' duties included assisting patrons with purchasing

1 t-shirts, hats, and other Insomniac merchandise);

2 c) Water Stations - volunteers' duties included assisting patrons with refilling
3 Insomniac water bottles, which were purchased for \$10 each);

4 d) Information Booth - volunteers' duties included telling patrons how they could
5 navigate around the event, i.e., where certain performers might be performing on
6 different stages on the grounds, location of bathrooms, merchandise stores, general
7 stores, etc.); and

8 e) Greeters - volunteers' duties included passing out maps, flyers, and promotions
9 for future events).

10 71. Plaintiff was assigned to work in the General Store position, and worked in that
11 position for the duration of her shift. Plaintiff was provided with a meal period, but it was
12 provided well after the beginning of the sixth hour of work, and was only given after repeated
13 requests for permission. Plaintiff did not receive any rest breaks although she asked permission
14 numerous times. Plaintiff observed that many people were not provided a compliant rest or meal
15 break either. Plaintiff completed her checkout and returned her t-shirt at 2:30 a.m., Sept. 22,
16 2013, at which time her shift ended. As a Volunteer Employee, Plaintiff worked in excess of
17 fourteen hours for Insomniac. Insomniac paid Plaintiff no wages. Through Defendants' actions,
18 Plaintiff was informed and led to believe that she and her fellow Volunteer Employees were not
19 "employees" but rather had been classified by Defendants as "volunteers," and thus were not
20 entitled to the benefits and protections of the California Labor Code or the FLSA. Furthermore,
21 through Defendants' actions, Plaintiff was led to believe that the compensation she did receive
22 (free admission to the Nocturnal Wonderland event) would have value commensurate with the
23 value of the services she rendered to Defendants.

24 72. Insomniac's Night Owl Recruitment flyer states that "Night Owls will receive
25 meals, water, parking, and time off to enjoy the festival," and that "Night Owls also learn about
26 the inner workings of festival production." However, Plaintiff's only time off was during her
27 meal break, which was provided late and only after repeated requests. Instead of being able to
28 enjoy the festival, Plaintiff was required to serve and assist Insomniac's paying customers for the

1 duration of her time at the event, and was unable to enjoy the benefits of “free” admission.
2 Further, Plaintiff was not provided with valuable internship-quality training, but rather was
3 simply expected to perform general customer service and shop keeping duties. Thus, the value
4 of free admission was illusory and did not adequately compensate Plaintiff, or members of the
5 Volunteer Class for their services.

6 **CLASS ACTION ALLEGATIONS**

7 73. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
8 paragraphs.

9 74. Plaintiff brings this action on behalf of herself and the Volunteer Class as a class
10 action, pursuant to *California Code of Civil Procedure* § 382.

11 75. The Class Period is the period from four years prior to the date this Complaint
12 was filed, through and including the date judgment is rendered in this matter.

13 76. The class is so numerous that the individual joinder of all members is
14 impracticable. While the exact number and identification of class members are unknown to
15 Plaintiff at this time and can only be ascertained through appropriate discovery directed to
16 defendants, Plaintiff is informed and believes that the Volunteer Class and subclasses each
17 include thousands of members.

18 77. Common questions of law and fact exist as to all members of the class which
19 predominate over any questions affecting only individual members of the class. These common
20 legal and factual questions, which do not vary from class member to class member, and which
21 may be determined without reference to the individual circumstances of any class member,
22 include, but are not limited to, the following:

- 23 a. Whether Plaintiff and members of the Volunteer Class are subject to and entitled
24 to the benefits of the FLSA statutes;
- 25 b. Whether Plaintiff and members of the California Class are subject to and entitled
26 to the benefits of California wage and hour statutes;
- 27 c. Whether Defendants violated the applicable Labor Code, Wage Orders and FLSA
28 statutes by not paying all minimum, regular, overtime, double-time, meal period,

- 1 and rest period wages owed to Plaintiff and to the Volunteer Class;
- 2 d. Whether Defendants had a standard policy and/or practice of failing to pay
- 3 Volunteer employees any wages;
- 4 e. Whether Defendants had a standard policy and/or practice of denying Plaintiff
- 5 and members of the Volunteer Class proper meal and rest breaks;
- 6 f. Whether Defendants had a standard policy and/or practice of failing to
- 7 compensate Plaintiff and members of the California Class for meal and rest
- 8 periods that did not comply with California law;
- 9 g. Whether Defendants maintained accurate records of the hours worked by
- 10 California volunteer employees;
- 11 h. Whether Defendants had a standard policy and/or practice of failing to provide
- 12 Plaintiff and members of the California Class with accurate and proper wage
- 13 statements upon payment of wages, in violation of *Labor Code* § 226;
- 14 i. Whether Defendants had a standard policy and/or practice of failing to promptly
- 15 pay compensation owing to Plaintiff and members of the Terminated Subclass
- 16 upon termination of their employment, in violation of *Labor Code* §§ 201-203;
- 17 j. Whether Plaintiff and members of the Volunteer Class sustained damages, and if
- 18 so, the proper measure of such damages, as well as interest, penalties, costs,
- 19 attorneys' fees, and equitable relief;
- 20 k. Whether Defendants, and each of them, are the "employer" of Plaintiff and the
- 21 Volunteer Class members;
- 22 l. Whether Defendants' conduct as alleged herein violates the Unfair Business
- 23 Practices Act of California, *Bus. & Prof. Code* § 17200, et seq.;
- 24 m. Whether Defendants' conduct as alleged herein constitutes false advertising in
- 25 violation of California, *Bus. & Prof. Code* § 17500, et seq.; and
- 26 n. Whether Defendants' conduct as alleged herein constituted willful deceit.
- 27 78. The claims of the named Plaintiff are typical of the claims of the members of the
- 28 Volunteer Class, the California Class and the Terminated Sub-Class. Plaintiff and other class

1 members sustained losses, injuries and damages arising from Defendants' common policies,
2 practices, procedures, protocols, routines, and rules which were applied to other class members
3 as well as to Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages
4 as were suffered by other members of the proposed class.

5 79. Plaintiff is an adequate representative of the proposed class because she is a
6 member of the class and her interests do not conflict with the interests of the members she seeks
7 to represent. Plaintiff has retained competent counsel, experienced in the prosecution of
8 complex class actions, and together Plaintiff and her counsel intend to prosecute this action
9 vigorously for the benefit of the class. The interests of the class members will fairly and
10 adequately be protected by Plaintiff and her attorneys.

11 80. A class action is superior to other available methods for the fair and efficient
12 adjudication of this litigation since individual litigation of the claims of all class members is
13 impracticable. It would be unduly burdensome to the courts if these matters were to proceed on
14 an individual basis, because this would potentially result in hundreds of individual, repetitive
15 lawsuits. Individual litigation presents the potential for inconsistent or contradictory judgments,
16 and the prospect of a "race to the courthouse," and an inequitable allocation of recovery among
17 those with equally meritorious claims. By contrast, the class action device presents far fewer
18 management difficulties and provides the benefit of a single adjudication, economics of scale,
19 and comprehensive supervision by a single court.

20 81. The various claims asserted in this action are additionally or alternatively
21 certifiable under the provisions of the *California Code of Civil Procedure* section 382 because:

- 22 a. The prosecution of separate actions by numerous individual class members would
23 create a risk of varying adjudications with respect to individual class members,
24 thus establishing incompatible standards of conduct for Defendants; and
25 b. The prosecution of separate actions by individual class members would also
26 create the risk of adjudications with respect to them that, as a practical matter,
27 would be dispositive of the interest of the other class members who are not a party
28 to such adjudications and would substantially impair or impede the ability of such

1 non-party class members to protect their interests.

2 **CAUSES OF ACTION**

3 **I.**

4 **FIRST CAUSE OF ACTION**

5 Fair Labor Standards Act —Minimum Wages

6 *Plaintiff Individually and on Behalf of the Volunteer Class Against All Defendants*

7 82. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
8 paragraphs.

9 83. Defendants have engaged in a widespread pattern, policy, and practice of
10 violating the FLSA, as detailed in this Class Action Complaint.

11 84. The minimum wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 et seq.,
12 and the supporting federal regulations, apply to Defendants and protect Plaintiff and the
13 members of the Volunteer Class.

14 85. At all relevant times, Plaintiff and the members of the Volunteer Class were
15 employed by an entity engaged in commerce and/or the production or sale of goods for
16 commerce within the meaning of 29 U.S.C. §§ 203(e), (m), and 206(a), and/or they were
17 engaged in commerce and/or the production or sale of goods for commerce within the meaning
18 of 29 U.S.C. §§ 203(e), (r), and (s).

19 86. At all relevant times, Plaintiff and the members of the Volunteer Class were
20 employees of Defendant within the meaning of 29 U.S.C. § 203(e).

21 87. At all relevant times, Defendants have been an enterprise engaged in commerce
22 and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 203(e), (r), and
23 (s).

24 88. At all relevant times, Defendants employed Plaintiff and the members of the
25 Volunteer Class within the meaning of 29 U.S.C. § 203(g),

26 89. Defendants have engaged in a policy and/or practice of failing to pay Plaintiff and
27 the Volunteer Class the applicable minimum wage for all hours they suffered or permitted them
28 to work.

1 90. As a result of these minimum wage violations, Plaintiff and the members of the
2 Volunteer Class have suffered damages in amounts to be determined at trial, and are entitled
3 to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs,
4 and other compensation pursuant to 29 U.S.C. § 216(b).

5 91. Defendants' unlawful conduct, as described in this Class Action Complaint, has
6 been willful and intentional. Defendants were aware or should have been aware that the
7 practices described in this Class Action Complaint are unlawful. Defendants have not made a
8 good-faith effort to comply with the FLSA with respect to the compensation of Plaintiff and the
9 members of the Volunteer Class.

10 92. Because Defendants' violations of the FLSA have been willful, a three-year
11 statute of limitations applies, pursuant to 29 U.S.C. § 255.

12 93. Members of the Volunteer Class are entitled to collectively participate in this
13 action by choosing to "opt-in" and submitting written Consents to Join this action, 29 U.S.C. §
14 216(b).

15 **II.**

16 **SECOND CAUSE OF ACTION**

17 Fair Labor Standards Act — Overtime Wages

18 *Plaintiff Individually and on Behalf of the Volunteer Class Against All Defendants*

19 94. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
20 paragraphs.

21 95. Defendants engaged in a widespread pattern, policy, and practice of violating the
22 FLSA, as detailed in this Complaint.

23 93. At all times relevant, Plaintiff and the members of the Class were engaged in
24 commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§
25 206(a) and 207(a).

26 94. The overtime wage provisions set forth in the FLSA apply to Defendants and
27 protect Plaintiff and the Volunteer Class.

28

1 95. Defendants are employers engaged in commerce and/or the production of goods
2 for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

3 96. At all times relevant, Plaintiff and the members of the Class were or have been
4 employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

5 97. Defendants employed Plaintiff and the members of the Class as their employer.

6 98. Defendants failed to pay Plaintiff and the members of the Class the overtime
7 wages to which they are entitled under the FLSA.

8 99. Defendant's violations of the FLSA, as described in this Complaint, have been
9 willful and intentional.

10 100. Defendant did not make a good faith effort to comply with the FLSA with respect
11 to their compensation of Plaintiff and the members of the Class.

12 101. Because Defendant's violations of the FLSA were willfull, a three-year statute of
13 limitations applies, pursuant to 29 U.S.C. § 255.

14 102. As a result of Defendants' violations of the FLSA, Plaintiff and the members of
15 the Class have suffered damages by being denied overtime wages in accordance with the FLSA
16 in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated
17 damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29
18 U.S.C. 201 *et seq.*

19 **III.**

20 **THIRD CAUSE OF ACTION**

21 Fair Labor Standards Act — Recordkeeping Violations
22 *Plaintiff Individually and on Behalf of the Volunteer Class Against All Defendants*

23 103. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
24 paragraphs.

25 104. Defendants failed to make, keep, and preserve accurate records with respect to
26 Plaintiff and members of the Volunteer Class, including hours worked each workday and total
27 hours worked each workweek, as required by the FLSA, 29 U.S.C, § 211(c), and supporting
28 federal regulations.

1 **IV.**

2 **FOURTH CAUSE OF ACTION**

3 Common Count For The Reasonable Value Of Services Rendered
4 *Plaintiff Individually and on Behalf of the Volunteer Class Against All Defendants*

5 105. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
6 paragraphs.

7 106. Defendants have received value and consideration from the services of Plaintiff
8 and Class members as a result of their participation in the Volunteer Program, both financially
9 and by receiving the benefits of a legion of free labor.

10 107. Defendants knowingly accepted this consideration.

11 108. Defendants have not paid Plaintiff and Volunteer Class members for the
12 reasonable value of their services during the Class Period.

13 109. Defendants are indebted to Plaintiff and Volunteer Class members for the
14 reasonable value of services rendered, but not paid.

15 **V.**

16 **FIFTH CAUSE OF ACTION**

17 MINIMUM WAGES AND LIQUIDATED DAMAGES
18 (Labor Code §§ 558, 1194, 1194.2, 1197 & 1198, and Wage Order 7)
19 *Plaintiff Individually and on Behalf of the California Class Against All Defendants*

20 110. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
21 paragraphs.

22 111. At all times relevant to this complaint, Defendants, and each of them, failed, and
23 have continued to fail, to pay Plaintiff and each California Class member all wages due,
24 including the minimum wage, as required by law.

25 112. As a direct and proximate result of the acts and/or omissions of each Defendant,
26 Plaintiff and each California Class member has reported to work as required and has not been
27 compensated for time working for the employer and/or while under the control of the employer.
28 Accordingly, each Plaintiff and each California Class member has been deprived of wages due,

1 including minimum wages, in amounts to be determined at trial.

2 113. The applicable minimum wages fixed by the commission for Plaintiff and the
3 California Class members is found in Wage Order 7.

4 114. Pursuant to California Labor Code § § 1194 and 1194.2 as a result of Defendants'
5 failure to pay Plaintiff and the California Class members all wages due, Plaintiff and the
6 California Class members are entitled to each recover the unpaid wages and liquidated damages
7 in an amount equal to the wages unlawfully unpaid, plus interest, fees and costs thereon.

8 **VI.**

9 **SIXTH CAUSE OF ACTION**

10 **OVERTIME AND DOUBLE TIME WAGES**

11 (Labor Code §§ 218.6, 558, & 1194, and Wage Order 7)

12 *Plaintiff Individually and on Behalf of the California Class Against Defendants*

13 115. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
14 paragraphs.

15 116. At all times relevant, Defendants, and each of them, have failed to properly
16 calculate and pay Plaintiff and the California Class members the required overtime or double
17 time premium wages in accordance with the applicable statutes and Wage Order 7, in amounts to
18 be proven at trial.

19 117. As a result of Defendants' failures, the Plaintiff and the California Class members
20 are entitled to each recover the unpaid overtime and double time wages due, plus interest,
21 attorney's fees, and costs.

22 **VII.**

23 **SEVENTH CAUSE OF ACTION**

24 **REST PERIODS**

25 (Labor Code §§226.7, 558 & 1198, and Wage Order 7)

26 *Plaintiff Individually and on Behalf of the California Class Against Defendants*

27 118. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
28 paragraphs.

1 119. Wage Order 7, at section 12(A) provides, in pertinent part: “Every employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
3 the middle of each work period. The authorized rest period time shall be based on the total hours
4 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
5 thereof [...] Authorized rest period time shall be counted as hours worked for which there shall
6 be no deduction from wages.”

7 120. *Labor Code* § 226.7, requires that Defendants provide Plaintiff and each class
8 member all rest periods specified in the applicable Wage Orders and provides that Plaintiff and
9 each class member is entitled to be paid one additional hour of pay per day at their regular rate of
10 compensation as additional wages for the denied rest periods.

11 121. Plaintiff and each California Class member suffered a loss equal to his/her
12 applicable hourly wage rate times the total number of times he/she was not authorized and
13 permitted to take the legally-required rest periods and has therefore not been paid all of the
14 wages due. Accordingly, Plaintiff and each California Class member are entitled to recover the
15 unpaid wages in an amount to be proven at trial.

16 **VIII.**

17 **EIGHTH CAUSE OF ACTION**

18 MEAL PERIODS

19 (Labor Code §§ 226.7, 512, 558, & 1198, and Wage Order 7)

19 *Plaintiff Individually and on Behalf of the California Class Against Defendants*

20 122. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
21 paragraphs.

22 123. Defendants violated the applicable statutes, as well as Wage Order 7. Wage Order
23 7 provides, in pertinent part: “No employer shall employ any person for a work period of more
24 than five (5) hours without a meal period of not less than 30 minutes, except that when a work
25 period of not more than six (6) hours will complete the day’s work the meal period may be
26 waived by mutual consent of the employer and the employee.” *Labor Code* § 512 contains
27

1 parallel language.²

2 124. Plaintiff alleges that she and members of the California Class were routinely not
3 relieved of all duty for an entire 30 minutes, and further, that such relief which did occur took
4 place long-after the beginning of the sixth hour of work.

5 125. *Labor Code* § 226.7 requires that Defendants provide Plaintiff and each California
6 Class member all meal periods specified in the applicable Wage Order and that Plaintiff and each
7 California Class member was to be paid one additional hour of pay per day at his/her regular rate
8 of compensation as additional wages for meal periods that were not properly provided.

9 126. Plaintiff and each California Class member have suffered a loss equal to his/her
10 applicable hourly wage rate times the total number of times he/she was not authorized and
11 permitted to take the legally-required meal periods and have therefore not been paid all of the
12 wages due. Accordingly, Plaintiff and each California Class member are entitled to recover the
13 unpaid wages in an amount to be proven at trial.

14 **IX.**

15 **NINTH CAUSE OF ACTION**

16 ITEMIZED WAGE STATEMENT (CHECK STUBS) PENALTIES
17 (LABOR CODE §§226 and 558)

18 *Plaintiff Individually and on Behalf of the California Class Against Defendants*

19 127. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
20 paragraphs.

21 128. At all times relevant, each Defendant violated *Labor Code* § 226(a) by failing to
22 provide any accurate, itemized wage statements to members of the California Class. Because
23 Defendants misclassified Class Members as volunteers and not employees, no itemized wage
24 statements were provided. Such statements should have accurately reported the following:

25 a. all employers' names and addresses;

26 b. total hours worked;

27 _____
28 ² *Brinker v. Superior Court*, (2012) 53 Cal.4th 1004, 1041 (holding that *L.C Section 512*
requires a first meal period no later than the start of an employee's sixth hour of work.)

- 1 c. applicable rates of pay;
- 2 d. the number of piece rate units;
- 3 e. the applicable piece rate;
- 4 f. the rate of pay and total hours for each assignment; and,
- 5 g. gross and net wages earned.

6 129. Pursuant to *Labor Code* §§ 226(e) and (h), Plaintiff and each California Class
7 member are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
8 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
9 each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand
10 dollars (\$4,000). Plaintiff and each California Class member are further entitled to an award of
11 costs and reasonable attorney's fees.

12 130. Defendants failed to accurately record the wages due to Plaintiff and members of
13 the California Class, specifically including, but not limited to, by failing to record any time
14 worked, or any wages due for any of the time worked by California Class members, as well as
15 premium wages for Defendants' failure to provide proper rest and meal breaks.

16 131. Plaintiff and members of the California Class were injured by Defendants' failure
17 to provide accurate wage statements because, among other things, they were unable to determine
18 the proper amount of wages actually owed to them, and whether they had received full
19 compensation therefor.

20 132. Plaintiff and members of the California Class request recovery of *Labor Code* §
21 226(e) penalties according to proof, as well as interest, attorney's fees and costs pursuant to
22 *Labor Code* § 226(e), and all other damages, attorneys' fees, costs, expenses and interest
23 permitted by statute.

24 **X.**

25 **TENTH CAUSE OF ACTION**

26 WAITING TIME PENALTIES

27 (CALIFORNIA LABOR CODE §§ 201-203 and 558)

28 *Plaintiff Individually and on Behalf of the California Class Against Defendants*

1 133. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
2 paragraphs.

3 134. *Labor Code* §§ 201 and 202 require that Defendants pay their employees all
4 wages due within 24 hours after a discharge or 72 hours after a resignation from employment, if
5 the employee has given less than 72 hours notice. *Labor Code* § 203 provides that if an employer
6 willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the
7 employee's daily wage until the back wages are paid in full or an action is commenced. The
8 penalty cannot exceed 30 days of wages.

9 135. Plaintiff and the California Class members are entitled to compensation for all
10 wages earned, including without limitation, the unpaid minimum, overtime, double time, and
11 premium wages for rest and meal periods not provided, but to date have not received such
12 compensation.

13 136. More than 30 days have passed since Plaintiff and California Class members
14 terminated from their employment with Defendants. Defendants have not paid Plaintiff and each
15 Subclass member whose employment has ended all wages owed. As a consequence of
16 Defendants' willful conduct in not paying Plaintiff and each California Class member all earned
17 wages at the time their employment with Defendants ended, Plaintiff and each California Class
18 member is entitled to 30 days' wages as a penalty under *Labor Code* § 203.

19 **XI.**

20 **ELEVENTH CAUSE OF ACTION**

21 RESTITUTION

22 (Unlawful Competition in Violation of Business and Professions Code §§ 17200 et seq.)
23 *Plaintiff Individually and on Behalf of the California Class Against Defendants*

24 137. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
25 paragraphs.

26 138. Section 17200 of the California *Business and Professions Code* prohibits any
27 unlawful, unfair or fraudulent business act or practice.

28 139. Plaintiff brings this cause of action in a representative capacity on behalf of the

1 general public and the persons affected by the unlawful and unfair conduct described herein.
2 Plaintiff and members of the California Class have suffered and continue to suffer injury in fact
3 and deprivation of wages and monies as a result of Defendants' actions.

4 140. The actions of Defendants, as herein alleged, amount to conduct which is
5 unlawful and a violation of law. As such, said conduct constitutes unfair business practices, in
6 violation of *Business and Professions Code* §§ 17200 et. seq.

7 141. Defendants' conduct as herein alleged has damaged Plaintiff and the members of
8 the California Class by denying them wages due and payable, and by failing to provide proper
9 wage statements. Defendants' actions are thus substantially injurious to Plaintiff and the
10 members of the California Class, causing them injury in fact and loss of money.

11 142. As a result of such conduct, Defendants have unlawfully and unfairly obtained
12 monies owed to Plaintiff and the members of the California Class.

13 143. Defendant collects resumes, identification, and other documentation from each
14 volunteer, and thus, all members of the California Class can be identified by reference to records
15 in the possession of the Defendants. The amount of wages due to Plaintiff and members of the
16 California Class can be readily determined from Defendants' records. The members of the
17 California Class are entitled to restitution of monies due and obtained by Defendants during the
18 Class Period as a result of Defendants' unlawful and unfair conduct.

19 144. During the Class Period, Defendants committed, and continue to commit acts of
20 unfair competition as defined by Sections 17200 et. seq. of the *Business and Professions Code*,
21 by and among other things, engaging in the acts and practices described above.

22 145. Defendants' course of conduct, acts, and practices in violation of the California
23 laws, as mentioned in each paragraph above, constitute distinct, separate and independent
24 violations of Sections 17200 et seq. of the *Business and Professions Code*,

25 146. The harm to Plaintiff and the members of the California Class of being
26 wrongfully denied lawfully earned but unpaid wages outweighs the utility, if any, of Defendants'
27 policies and practices and, therefore, Defendants' actions described herein constitute an unfair
28 business practice or act within the meaning of *Business and Professions Code* §§ 17200, et seq.

1 147. Defendants' conduct described herein threatens an incipient violation of
2 California's wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise
3 significantly threatens or harms competition.

4 148. Defendants' course of conduct described herein further violates *Business and*
5 *Professions Code* §§ 17200, et seq., in that it is fraudulent, improper, and/or unfair.

6 149. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
7 described herein above have injured Plaintiff and members of the Volunteer Class in that they
8 were wrongfully denied the timely and full payment of wages owed to them.

9 150. Defendants have been unjustly enriched as a direct result of their unlawful
10 business practices alleged in this complaint and will continue to benefit from those practices and
11 have an unfair competitive advantage if allowed to retain the unpaid wages.

12 XII.

13 TWELFTH CAUSE OF ACTION

14 (Statutory False Advertising under California Business and Professions Code § 17500)
15 *Plaintiff Individually and on Behalf of the California Class Against All Defendants*

16 151. Plaintiff re-alleges and incorporates by reference all allegations in all preceding
17 paragraphs.

18 Defendants' actions, as set forth above, constitute false advertising under California Business &
19 Professions Code §§ 17500, et seq.

20 152. In particular, Defendants openly advertised, through their websites, social media
21 and email advertising to Class Members as prospective employees, yet characterized the work as
22 that of a "volunteer." In so advertising, Defendants engaged in a widespread attempt to enlist
23 legions of free labor, in a misuse of the "volunteer exemption" under the FLSA, California Labor
24 Code, and other applicable law. Defendants' misuse of the volunteer exemption deceived
25 prospective employees into believing that they would not qualify for the protections and benefits
26 afforded to them by the FLSA, California Labor Code or other applicable law.

27 153. Defendants' advertisements for volunteer labor intentionally misapplied the legal
28 standards under the volunteer exemption, as Defendants are all for-profit, private sector

1 employers, and the job duties of Class members could under no circumstances be characterized
2 as public service, religious or humanitarian objectives.

3 154. Additionally, Defendants openly and falsely advertised, through their websites,
4 social media and email advertising to Class Members as consumers. Through Defendants'
5 actions, Plaintiff and California Class members were led to believe that the consideration they
6 would receive in exchange for rendering services as a "volunteer" would have value
7 commensurate with the value of the services rendered to Defendants. Defendants represented
8 that volunteers would receive time off during their shifts to enjoy the events at which they
9 worked, and that this in itself was compensation for their work. In reality, Defendants provided
10 "volunteers" with very little time to enjoy the events, and instead maintained control over when
11 and if volunteers were given any leave of their volunteer duties. Thus, the value of the
12 consideration provided to volunteers was systematically and uniformly overstated by
13 Defendants.

14 155. Plaintiff, relying on Defendant's actions and conduct, forewent other opportunities
15 to enter the workforce and earn wages and/or purchase other forms of similar entertainment in
16 exchange for fair consideration, and was forced to incur a higher cost than anticipated in
17 exchange for consideration of a much lower value than advertised, suffering injury in fact and
18 losing money and/or property as a result of Defendants' actions.

19 156. As a direct and proximate result of Defendants' willful and intentional actions,
20 Plaintiff and members of the California Class have suffered damages in an amount to be
21 determined at trial and, unless Defendants are restrained, other consumers and prospective
22 employees will continue to suffer irreparable damage.

23 157. As a proximate result of Defendants' actions, Plaintiff and members of the
24 California Class are entitled to restitution, disgorgement, statutory penalties, wages owed,
25 injunctive relief in the form of specific performance of the contracts, and an injunction ordering
26 Defendants to stop classifying members of their workforces as "volunteers."

27 **ATTORNEY'S FEES AND COSTS**

28 158. Plaintiff is entitled to fees and costs, pursuant to California law, including,

1 without limitation, *Code of Civil Procedure* § 1021.5 and *Labor Code* §§ 226 and 1194. Further,
2 enforcement of statutory provisions enacted to protect workers and to ensure prompt payment of
3 wages due employees is a fundamental public interest in California. Consequently, Plaintiff's
4 success in this action will result in the enforcement of important rights affecting the public
5 interest and will confer a significant benefit upon the public.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, on behalf of herself, and on behalf of the members of the
9 Volunteer Class, pray for judgment against defendants as follows:

- 10 1. For an order certifying the proposed class and subclass;
- 11 2. For a Declaration that Defendant has violated the FLSA;
- 12 3. For the attorneys appearing on the above caption to be named class counsel and
13 for the named Plaintiff to be appointed class representatives;
- 14 4. For compensatory damages in an amount according to proof with interest thereon;
- 15 5. For economic and/or special damages in an amount according to proof with
16 interest thereon;
- 17 6. For payment of unpaid wages in accordance with California labor law;
- 18 7. For payment of unpaid wages in accordance with the FLSA;
- 19 8. For payment of penalties in accordance with California law;
- 20 9. For Defendants to be found to have engaged in unfair competition in violation of
21 *California Business and Professions Code* §§ 17200, *et seq.*;
- 22 10. For Defendants to be ordered and enjoined to make restitution to Plaintiff and the
23 class and disgorgement of profits from their unlawful business practices and accounting,
24 pursuant to *California Business and Professions Code* §§ 17203 and 17204;
- 25 11. For Defendants to be found to have engaged in false advertising in violation of
26 *California Business and Professions Code* §§ 17500, *et seq.*;

1 12. For Defendants to be ordered to pay damages and penalties for their intentional
2 violation of California *Business and Professions Code* §§ 17500, *et seq.*, pursuant to §
3 17500.3(c);

4 13. For Defendants to be found to have engaged in common law fraud and deceit
5 under California Law;

6 14. For interests, attorneys' fees and cost of suit under *Labor Code* §§ 226 and 1194
7 and *Code of Civil Procedure* §1021.5; and,

8 15. For an Order enjoining Defendant from any further violations of the FLSA;

9 16. For punitive damages, pursuant to California Civil Code § 3294, for Defendants'
10 intentional misrepresentations and conscious, willful disregard of Plaintiff and Class members'
11 rights under the FLSA, California Labor Code and other applicable laws.

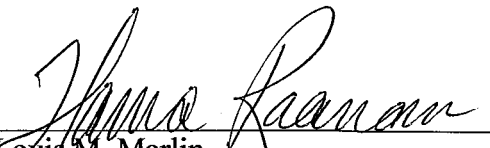
12 17. For all such other and further relief that the court may deem just and proper.

13 **JURY DEMAND**

14 Plaintiff, on behalf of herself and all other similarly situated, hereby demands a trial by
15 jury on all applicable claims in this case.

16 Dated: March 7, 2014

17 Respectfully Submitted,
18 **MARLIN & SALTZMAN, LLP**

19 By: 
20 Louis M. Marlin
21 Stephen P. O'Dell
22 Hanna B. Raanan
23 Attorneys for Plaintiff and the Proposed
24 Class
25
26
27
28

FLSA CONSENT FORM

Consent to Sue Under the Fair Labor Standards Act (FLSA)

I hereby consent to be an Opt-In Party Plaintiff in a lawsuit or lawsuits against Insomniac, Inc. and LiveNation, and any other entities or individuals who may be liable for violations of the Fair Labor Standards Act, 29 U.S.C. 201, et seq., and any other applicable laws.

I worked as a volunteer for Insomniac, Inc. in September 2013. I was not paid any wages during the time I worked for Insomniac, Inc. I should have been paid an hourly wage.

Elizabeth Valladares
Print Name

Elizabeth Valladares
Signature

2-28-14
Date Signed