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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

HO JUN SIN, an individual,
Plaintiff,

v.

THE NORMANDIE CLUB, a California general
partnership; NORMANDIE CLUB, L.P., a
California limited partnership; NORMANDIE
CLUB INCORPORATED, a California
corporation; GREGORY MILLER, an individual;
LAWRENCE MILLER, an individual; RUSSELL
MILLER, an individual; STEPHEN MILLER, an
individual; MATTHEW MILLER, an individual;
MICHELLE MILLER-WAHLER, an individual;
DAVID LA, an individual; NICHOLAS
FERRANTE, an individual; and DOES 1 through
100, Inclusive,

Defendants.

Case No.:

COMPLAINT FOR:

1. **BREACH OF EMPLOYMENT AGREEMENT**
2. **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
3. **FRAUD**
4. **NEGLIGENT MISREPRESENTATION**
5. **UNJUST ENRICHMENT**
6. **QUANTUM MERUIT**
7. **ACCOUNTING**
8. **FAILURE TO PAY COMMISSIONS**
9. **FAILURE TO REIMBURSE EMPLOYMENT EXPENSES**
10. **FAILURE TO PAY OVERTIME**
11. **FAILURE TO PAY MINIMUM WAGE**
12. **FAILURE TO PROVIDE MEAL AND REST PERIODS**
13. **FAILURE TO PROVIDE ITEMIZED STATEMENTS**
14. **UNFAIR BUSINESS PRACTICES**
15. **CONSTRUCTIVE TRUST**

DEMAND FOR JURY TRIAL

1 Plaintiff HO JUN SIN, an individual, alleges against defendants THE NORMANDIE CLUB,
2 a California general partnership, NORMANDIE CLUB, L.P., a California limited partnership,
3 NORMANDIE CLUB INCORPORATED, a California corporation, GREGORY MILLER, an
4 individual, LAWRENCE MILLER, an individual, RUSSELL MILLER, an individual, STEPHEN
5 MILLER, an individual, MATTHEW MILLER, an individual, MICHELLE MILLER- WAHLER,
6 an individual, DAVID LA, an individual, NICHOLAS FERRANTE, an individual, and DOES 1
7 through 100, inclusive, and each of them, as follows:

8
9 **THE PARTIES**

10 1. Plaintiff HO JUN SIN ("Plaintiff") is, and at all times material hereto was, an
11 individual residing in Los Angeles County, California.

12 2. Plaintiff is informed and believes, and based thereon alleges, that defendant THE
13 NORMANDIE CLUB is, and at all times material hereto was, a general partnership organized and
14 existing under the laws of the State of California to operate a "gambling establishment" (as defined
15 in section 19805(o) of the California Gambling Control Act (Cal. Bus. & Prof. Code §§19800, et
16 seq.) (the "Act")) known as the Normandie Casino (the "Casino"), with its principal place of
17 business located in the City of Gardena, California.

18 3. Plaintiff is informed and believes, and based thereon alleges, that defendant
19 NORMANDIE CLUB, L.P. is, and at all times material hereto was, a limited partnership organized
20 and existing under the laws of the State of California, with its principal place of business located in
21 the City of Gardena, California. Plaintiff is further informed and believes and based on such
22 information and belief alleges that defendant NORMANDIE CLUB, L.P. is not, and at all times
23 relevant hereto was not, licensed to operate a gambling establishment in the State of California.

24 4. Plaintiff is informed and believes, and based thereon alleges, that defendant
25 NORMANDIE CLUB INCORPORATED is, and at all times material hereto was, a corporation
26 organized and existing under the laws of the State of California, with its principal place of business
27 located in the City of Gardena, California, and a general partner of NORMANDIE CLUB, L.P.

1 Plaintiff is further informed and believes and based on such information and belief alleges that
2 defendant NOMANDIE CLUB INCORPORATED is not, and at all times material hereto was not,
3 licensed to operate a gambling establishment in the State of California.

4 5. Plaintiff is informed and believes, and based thereon alleges, that defendant
5 GREGORY MILLER is, and at all times material hereto was, an individual residing in the County of
6 Los Angeles, California, and a general partner of defendant THE NORMANDIE CLUB, a limited
7 partner of defendant NORMANDIE CLUB, L.P., and a shareholder of defendant NORMANDIE
8 CLUB INCORPORATED.

9 6. Plaintiff is informed and believes, and based thereon alleges, that defendant
10 LAWRENCE MILLER is, and at all times material hereto was, an individual residing in the County
11 of Los Angeles, California, and a general partner of defendant THE NORMANDIE CLUB, a limited
12 partner of defendant NORMANDIE CLUB, L.P., and a shareholder of defendant NORMANDIE
13 CLUB INCORPORATED.

14 7. Plaintiff is informed and believes, and based thereon alleges, that defendant
15 RUSSELL MILLER is, and at all times material hereto was, an individual residing in the County of
16 Orange, California, and a general partner of defendant THE NORMANDIE CLUB, a limited partner
17 of defendant NORMANDIE CLUB, L.P., and a shareholder of defendant NORMANDIE CLUB
18 INCORPORATED.

19 8. Plaintiff is informed and believes, and based thereon alleges, that defendant
20 STEPHEN MILLER is, and at all times material hereto was, an individual residing in the County of
21 Los Angeles, California, and a general partner of defendant THE NORMANDIE CLUB, a limited
22 partner of defendant NORMANDIE CLUB, L.P., and a shareholder of defendant NORMANDIE
23 CLUB INCORPORATED.

24 9. Plaintiff is informed and believes, and based thereon alleges, that defendant DAVID
25 LA is, and at all times material hereto was, an individual residing in the County of Los Angeles,
26 California, and at all relevant times prior to September 20, 2013, the Chief Operating Officer of
27 defendant THE NORMANDIE CLUB and/or the Casino.
28

1 10. Plaintiff is informed and believes, and based thereon alleges, that defendant
2 NICHOLAS FERRANTE is, and at all times material hereto was, an individual residing in the
3 County of Los Angeles, California, and the Manager of defendant THE NORMANDIE CLUB
4 and/or the Casino.

5 11. Plaintiff is informed and believes, and based thereon alleges, that defendant
6 MATTHEW MILLER is, and at all times material hereto was, an individual residing in the County
7 of Los Angeles, California, and the Assistant Manager of defendant THE NORMANDIE CLUB
8 and/or the Casino.

9 12. Plaintiff is informed and believes, and based thereon alleges, that defendant
10 MICHELLE MILLER-WAHLER is, and at all times material hereto was, an individual residing in
11 Orange County, California, and at all relevant times prior to September 20, 2013, the President of
12 defendant NORMANDIE CLUB INCORPORATED.

13 13. Plaintiff is informed and believes, and based thereon alleges, that defendants THE
14 NORMANDIE CLUB, NORMANDIE CLUB, L.P., NORMANDIE CLUB INCORPORATED,
15 GREGORY MILLER, LAWRENCE MILLER, RUSSELL MILLER, STEPHEN MILLER,
16 MATTHEW MILLER, MICHELLE MILLER-WAHLER, DAVID LA and NICHOLAS
17 FERRANTE (collectively the "Normandie Club Operators"), and each of them, have, at all times
18 material hereto, jointly operated and still jointly operate the Casino in violation of the Act.

19 14. Plaintiff is presently unaware of the true names and capacities of defendants sued
20 herein as DOES 1 through 100, inclusive, and therefore sues said defendants by such fictitious
21 names. Plaintiff will seek leave to amend this Complaint to allege the true names and capacities of
22 said defendants when such information has been ascertained. Plaintiff is informed and believes, and
23 based thereon alleges, that each of the fictitiously named defendants is responsible in some manner
24 for the wrongful acts and/or omissions alleged herein and the resulting injuries and damages suffered
25 by Plaintiff.

26 15. Plaintiff is informed and believes, and based thereon alleges, that at all times material
27 hereto, the Normandie Club Operators are joint employers, along with the fictitiously named
28

1 defendants herein, as each exercised control over the working conditions, compensation,
2 reimbursement and supervision of Plaintiff during his employment and as a result, said defendants,
3 and each of them, are an employer of Plaintiff and employed, or jointly employed Plaintiff.

4 16. Plaintiff is informed and believes, and based thereon alleges, that there exists, and at
5 all times material hereto existed, a unity of interest between the Normandie Club Operators and the
6 fictitiously named defendants, and each of them, such that the individuality and separateness
7 between them has ceased and said defendants are alter egos and/or joint enterprises with each other,
8 and adhering to the individuality and separateness of said defendants would sanction a fraud and/or
9 promote inequity and injustice.

10 17. Plaintiff is informed and believes, and based thereon alleges, that at all times material
11 hereto, the Normandie Club Operators and each of the fictitiously named defendants herein were
12 acting as the employee, agent, servant, principal, officer, partner, joint venturer, director or other
13 representative of one or more of the remaining defendants, and, in committing the wrongful acts
14 and/or omissions alleged herein and the resulting injuries and damages suffered by Plaintiff, were
15 acting within the scope and course of such employment, agency, partnership, joint venture or other
16 relationship, and with the permission, knowledge, consent, and/or ratification of the remaining
17 defendants.

18 18. Plaintiff is informed and believes and based on such information and belief alleges
19 that at all times material hereto, the Normandie Club Operators and the fictitiously named
20 defendants conspired with and/or aided and abetted one another to deprive Plaintiff of his legal
21 rights as complained of herein and as a result of the acts and omissions complained of herein, said
22 defendants, and each of them, are jointly and severally liable to Plaintiff for the relief sought herein.

23
24 **FIRST CAUSE OF ACTION**
25 **(Breach of Employment Agreement)**
26 **(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club**
27 **Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller**
28 **and DOES 1 through 100)**

19. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
through 18, inclusive, as though fully set forth herein.

1 20. Pursuant to an oral employment agreement and in an effort to increase revenue
2 generated by the Casino, on or about November 16, 2012, the Normandie Club Operators employed
3 Plaintiff as an Executive Host for card games at the Casino known as “Five Card Omaha” and “4
4 Card Omaha”, on or about December 1, 2012, the Normandie Club Operators modified the
5 employment agreement to include the card game known as “Seven Card Stud”, and on or about
6 August 31, 2013, the Normandie Club Operators modified the employment agreement to include the
7 card games at the Casino known as “\$8 & 16 Hold'em” and “\$80 Buy In – No Limit Hold'em”
8 (collectively the “Card Games”), on the following terms and conditions:

- 9 A. Plaintiff shall invite, host and directly pay members of the general public by the hour
10 to play the Card Games at the Casino;
- 11 B. Plaintiff shall work to make the players at the Casino feel comfortable and ensure that
12 the players have an excellent and enjoyable experience at the Casino;
- 13 C. The Normandie Club Operators shall pay Plaintiff \$2,400 bi-weekly;
- 14 D. The Normandie Club Operators shall provide Plaintiff with healthcare benefits as a
15 full-time employee;
- 16 E. The Normandie Club Operators shall reimburse Plaintiff bi-weekly for the out-of-
17 pocket costs he pays to the general public to play the Card Games at the Casino,
18 including but not limited to a certain portion of the hourly payments made to the
19 players and their related food, refreshments and hotel accommodations;
- 20 F. The Normandie Club Operators shall pay Plaintiff bi-weekly one half of the revenue
21 generated from individuals that Plaintiff invited to the Casino to play the Card
22 Games; and
- 23 G. The Normandie Club Operators shall prepare, keep and provide Plaintiff with reports
24 related to the number of hours each person invited by Plaintiff played the Card Games
25 at the Casino, and the payments due Plaintiff from the revenue generated at the
26 Casino there from (collectively the “Employment Agreement”).

27 21. Plaintiff has performed all conditions, covenants and promises required upon his part
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1 to be performed in accordance with the terms and conditions of the Employment Agreement, except
2 for those obligations which Plaintiff was excused or prevented from performing due to the
3 Normandie Club Operators' acts, omissions and/or breaches.

4 22. From on or about August 31, 2013, and continuing to the present, the Normandie
5 Club Operators have materially breached, and continue to materially breach, the Employment
6 Agreement by, inter alia, refusing to: (1) reimburse Plaintiff for more than \$185,000 in out-of-pocket
7 expenses he incurred in connection with inviting and hosting individuals to play the Card Games at
8 the Casino; (2) pay Plaintiff one half of the revenue generated from individuals that Plaintiff invited
9 to the Casino to play the Card Games, which amount totals more than \$1,200,000; and (3) provide
10 Plaintiff with reports related to the number of hours each person invited by Plaintiff played the Card
11 Games at the Casino, and the payments due Plaintiff from the revenue generated at the Casino there
12 from.

13 23. On or about January 15, 2014, Plaintiff demanded that the Normandie Club Operators
14 pay him all sums due and owing pursuant to the terms and conditions of the Employment
15 Agreement. On or about that same date, the Normandie Club Operators told Plaintiff that they had
16 no intention of complying with their contractual obligations and promises pursuant to the
17 Employment Agreement and that they would not pay, compensate, reimburse or provide Plaintiff
18 with any reports in connection with the Card Games and the revenue and profits generated at the
19 Casino there from.

20 24. As a direct and proximate result of the Normandie Club Operators' breach of the
21 Employment Agreement, Plaintiff has and continues to be damaged in an amount according to proof
22 at trial, but not less than \$1,385,000.

23
24 **SECOND CAUSE OF ACTION**

25 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**
26 **(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club**
27 **Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller**
28 **and DOES 1 through 100)**

25 25. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
26 through 24, inclusive, as though fully set forth herein.

1 26. California law implies a covenant of good faith and fair dealing in all contracts
2 between parties entered into in the State. As a result of the misconduct of the Normandie Club
3 Operators, and each of them, as set forth herein, said defendants have breached and violated the
4 implied covenant of good faith and fair dealing contained in the Employment Agreement by, inter
5 alia, refusing to: (1) reimburse Plaintiff for more than \$185,000 in out-of-pocket expenses he
6 incurred in connection with inviting and hosting individuals to play the Card Games at the Casino;
7 (2) pay Plaintiff one half of the revenue generated from individuals that Plaintiff invited to the
8 Casino to play the Card Games, which amount totals more than \$1,200,000; and (3) provide Plaintiff
9 with reports related to the number of hours each person invited by Plaintiff played the Card Games
10 at the Casino, and the payments due Plaintiff from the revenue generated at the Casino there from.
11 The Normandie Club Operators' wrongful conduct and breaches have unfairly interfered and
12 prevented Plaintiff from receiving the benefits of the Employment Agreement; all to the substantial
13 financial benefit to the Normandie Club Operators, and each of them.

14 27. As a direct and proximate result of the Normandie Club Operators' breach of the
15 implied covenant of good faith and fair dealing in the Employment Agreement, Plaintiff has and
16 continues to be damaged in an amount according to proof at trial, but not less than \$1,385,000.

17
18 **THIRD CAUSE OF ACTION**
 (Fraud)
19 **(Against All Defendants and DOES 1 through 100)**

20 28. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
21 through 27, inclusive, as though fully set forth herein.

22 29. Before, on or about September 16, 2013, defendants DAVID LA and MICHELLE
23 MILLER-WAHLER, on behalf of the Normandie Club Operators, and each of them, met with
24 Plaintiff several times at the Casino and requested that Plaintiff incur and pay increased out-of-
25 pocket costs to members of the general public to play the Card Games at the Casino, and represented
26 that the Normandie Club Operators will continue to pay Plaintiff all sums due and payable pursuant
27 to the Employment Agreement. After, on or about September 17, 2013, defendants NICHOLAS
28 FERRANTE and MATTHEW MILLER, on behalf of the Normandie Club Operators, and each of

1 them, met with Plaintiff several times at the Casino and requested that Plaintiff continue to incur and
2 pay out-of-pocket costs to members of the general public to play the Card Games at the Casino, and
3 made the follow representations: (1) the Normandie Club Operators will be late paying and
4 reimbursing Plaintiff in accordance with the terms and conditions of the Employment Agreement;
5 and (2) the Normandie Club Operators will nevertheless continue to pay Plaintiff all sums due and
6 payable pursuant to the Employment Agreement.

7 30. The representations made by the Normandie Club Operators were in fact false. The
8 true facts were that the Normandie Club Operators had no intention to comply with their contractual
9 obligations and promises pursuant to the Employment Agreement or to reimburse or compensate
10 Plaintiff in connection with the individuals he invited to the Casino to play the Card Games and the
11 revenue and profits generated there from.

12 31. When the Normandie Club Operators made these representations, they knew them to
13 be false and they made these representations with the intention to deceive and defraud Plaintiff and
14 to induce Plaintiff to act in reliance on these representations in the manner alleged herein, or with the
15 expectation that Plaintiff would so act.

16 32. Plaintiff, at the time these representations were made by the Normandie Club
17 Operators and at the time Plaintiff took the actions herein alleged, was ignorant of the falsity of
18 defendants' representations and believed them to be true. In justifiable reliance on these
19 representations, Plaintiff was induced to and did incur and pay more than \$185,000 in out-of-pocket
20 costs to members of the general public to play the Card Games at the Casino; all to the substantial
21 financial benefit of the Normandie Club Operators, and each of them, and to the detriment of
22 Plaintiff. Had Plaintiff known the actual facts, he would not have taken such action.

23 33. As a direct and proximate result of the Normandie Club Operators' fraudulent
24 representations and conduct as herein alleged, Plaintiff was induced to expend \$185,000 and
25 hundreds of hours of his own time and energy in an attempt to derive reimbursement and
26 compensation from the Normandie Club Operators in accordance with the Employment Agreement.
27 However, Plaintiff has received nothing in return for his money, time and energy. As a result,
28

1 Plaintiff has and continues to be damaged in an amount according to proof at trial, but not less than
2 \$1,385,000.

3 34. The aforementioned conduct of the Normandie Club Operators was an intentional
4 misrepresentation, deceit and/or concealment of material fact know to defendants with the intention
5 on the part of defendants, and each of them, to thereby deprive Plaintiff of property or legal rights or
6 otherwise causing injury, and was despicable conduct that subjected Plaintiff to a cruel and unjust
7 hardship in conscious disregard of his rights, as to justify an award of exemplary and punitive
8 damages against the Normandie Club Operators in an amount according to proof at trial.

9
10 **FOURTH CAUSE OF ACTION**
11 **(Negligent Misrepresentation)**
12 **(Against All Defendants and DOES 1 through 100)**

13 35. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
14 through 34, inclusive, as though fully set forth herein.

15 36. Before, on or about September 16, 2013, defendants DAVID LA and MICHELLE
16 MILLER-WAHLER, on behalf of the Normandie Club Operators, and each of them, met with
17 Plaintiff several times at the Casino and requested that Plaintiff incur and pay increased out-of-
18 pocket costs to members of the general public to play the Card Games at the Casino, and represented
19 that the Normandie Club Operators will continue to pay Plaintiff all sums due and payable pursuant
20 to the Employment Agreement. After, on or about September 17, 2013, defendants NICHOLAS
21 FERRANTE and MATTHEW MILLER, on behalf of the Normandie Club Operators, and each of
22 them, met with Plaintiff several times at the Casino and requested that Plaintiff continue to incur and
23 pay out-of-pocket costs to members of the general public to play the Card Games at the Casino, and
24 made the following representations: (1) the Normandie Club Operators will be late paying and
25 reimbursing Plaintiff in accordance with the terms and conditions of the Employment Agreement;
26 and (2) the Normandie Club Operators will nevertheless continue to pay Plaintiff all sums due and
27 payable pursuant to the Employment Agreement.
28

1 continue to refuse, to uphold and keep. As a result, Plaintiff is entitled to recover in an amount
2 according to proof at trial the reasonable value of his services provided to the Normandie Club
3 Operators.

4
5 **SEVENTH CAUSE OF ACTION**
6 **(Accounting for Commissions)**

7 **(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club**
8 **Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller**
9 **and DOES 1 through 100)**

10 46. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
11 through 45, inclusive, as though fully set forth herein.

12 47. The Employment Agreement provides, in relevant part, that the Normandie Club
13 Operators shall pay Plaintiff bi-weekly one half of the revenue generated from individuals that
14 Plaintiff invited to the Casino to play the Card Games. The Employment Agreement further
15 provides that the Normandie Club Operators shall prepare, keep and provide Plaintiff with reports
16 related to the number of hours each person invited by Plaintiff played the Card Games at the Casino,
17 and the payments due Plaintiff from the revenue generated there from.

18 48. Pursuant to the Employment Agreement, Plaintiff entered into the employment and
19 diligently and faithfully rendered his services to the Normandie Club Operators and performed all of
20 the terms and conditions of the contract on his part to be performed; all to the substantial financial
21 benefit of the Normandie Club Operators, and each of them. The Normandie Club Operators,
22 however, have not accounted for or paid Plaintiff the agreed and promised one half of the revenue
23 generated from individuals Plaintiff invited to the Casino to play the Card Games.

24 49. Plaintiff does not know the precise amount of the revenue generated from individuals
25 he invited to the Casino to play the Card Games on which to base his claim for compensation,
26 because such sums and profits can only be determined by an accounting of the Normandie Club
27 Operators' books and records. Plaintiff is informed and believes that the Normandie Club Operators
28 owe Plaintiff unpaid compensation in excess of \$1,200,000.

1 Operators and are therefore, a vested property of Plaintiff. The Normandie Club Operators have
2 unjustly withheld said unpaid compensation from Plaintiff, such that the Court may order equitable
3 disgorgement against the Normandie Club Operators and restitution to Plaintiff, in addition to any
4 additional remedies allowable in law or equity.

5 54. As a direct and proximate result of the Normandie Club Operators' misconduct, and
6 pursuant to provisions of the Labor Code and Business and Professions Code, Plaintiff is entitled to
7 recover unpaid wages and commissions from the Normandie Club Operators in amount according to
8 proof at trial, but not less than \$1,200,000, in addition to prejudgment interest, attorney's fees and
9 costs.

10
11 **NINTH CAUSE OF ACTION**

12 **(Failure to Reimburse Expenses in Violation of Labor Code section 2802**
13 **and Business and Professions Code sections 17200, et seq.)**
14 **(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club**
15 **Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller**
16 **and DOES 1 through 100)**

17 55. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
18 through 54, inclusive, as though fully set forth herein.

19 56. California Labor Code section 2802 required, and requires, the Normandie Club
20 Operators to indemnify and reimburse Plaintiff for all necessary expenditures or losses incurred in
21 direct consequence of the discharge of his duties under the Employment Agreement. From on or
22 about August 31, 2013, and continuing to the present, the Normandie Club Operators knowingly and
23 intentionally refused, and continue to refuse, to reimburse Plaintiff for the out-of-pocket costs he
24 paid to the general public to play the Card Games at the Casino. The Normandie Club Operators
25 refusal to reimburse Plaintiff for these necessary expenditures incurred by Plaintiff in direct
26 consequence of the discharge of his duties under the Employment Agreement, or of Plaintiff's
27 obedience to the directions of his employers, violated, and continues to violate, Labor Code section
28 2802, and is therefore unlawful.

57. By refusing to reimburse Plaintiff for his out-of-pocket employment expenses in
accordance with the Employment Agreement and the Labor Code, the Normandie Club Operators

1 have committed, and continue to commit, acts of unfair business practices and competition.
2 Plaintiff's out-of-pocket employment expenses were incurred for the benefit of the Normandie Club
3 Operators and are therefore, a vested property of Plaintiff. The Normandie Club Operators have
4 unjustly withheld said reimbursement from Plaintiff, such that the Court may order equitable
5 disgorgement against the Normandie Club Operators and restitution to Plaintiff, in addition to any
6 additional remedies allowable in law or equity.

7 58. As a direct and proximate result of the Normandie Club Operators' misconduct, and
8 pursuant to provisions of the Labor Code and Business and Professions Code, Plaintiff is entitled to
9 recover his employment expenses from the Normandie Club Operators in an amount according to
10 proof at trial, but not less than \$185,000, in addition to prejudgment interest, attorney's fees and
11 costs.

12
13 **TENTH CAUSE OF ACTION**

14 **(Failure to Pay Overtime Wages in Violation of Labor Code sections 510 and 1194**
15 **and Business and Professions Code sections 17200, et seq.)**
16 **(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club**
17 **Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller**
18 **and DOES 1 through 100)**

19 59. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
20 through 58, inclusive, as though fully set forth herein.

21 60. At all times material to Plaintiff's employment with the Normandie Club Operators,
22 Labor Code sections 510 and 1194 and Industrial Welfare Commission ("IWC") wage orders were
23 in full force and effect and binding upon the Normandie Club Operators. These statutes and wage
24 orders required, and require, the Normandie Club Operators to pay Plaintiff one and one-half times
25 his regular rate of pay for each hour of work performed in excess of eight hours in one workday
26 and/or 40 hours in one workweek. Said statutes and wage orders further required, and require, the
27 Normandie Club Operators to pay Plaintiff two times his regular rate of pay for each hour of work
28 performed in excess of twelve hours per workday.

61. During the course of his employment with the Normandie Club Operators, Plaintiff
was regularly required to work in excess of eight hours in one workday and/or 40 hours in one

1 workweek, and was not paid at a rate of one and one-half times his regular rate of pay. During the
2 course of his employment, Plaintiff was regularly required to work in excess of twelve hours per day
3 and was not paid at a rate of two times his regular rate of pay. Despite the requirements of the Labor
4 Code and IWC wage orders, the Normandie Club Operators have failed and refused, and continue to
5 fail and refuse, to pay Plaintiff for overtime worked. Plaintiff now seeks the payment of all overtime
6 compensation which he earned and accrued during his employment by the Normandie Club
7 Operators.

8 62. By failing and refusing to pay Plaintiff all wages due and owed, including overtime,
9 the Normandie Club Operators have committed, and continue to commit, acts of unfair business
10 practices and competition. Plaintiff's wages and overtime were earned and pertain to all actual hours
11 worked and are vested property of Plaintiff. The Normandie Club Operators have unjustly withheld
12 said payments from Plaintiff, such that the Court may order equitable disgorgement against the
13 Normandie Club Operators and restitution to Plaintiff, in addition to any additional remedies
14 allowable in law or equity.

15 63. As a direct and proximate result of the Normandie Club Operators' misconduct, and
16 pursuant to provisions of the Labor Code, IWC wage orders and Business and Professions Code,
17 Plaintiff is entitled to recover his unpaid wages and overtime from the Normandie Club Operators in
18 an amount according to proof at trial, in addition to prejudgment interest, attorney's fees and costs.

19
20 **ELEVENTH CAUSE OF ACTION**

21 **(Failure to Pay Minimum Wage in Violation of Labor Code sections 1194, 1197 and 1198)**
22 **(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club**
23 **Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller**
24 **and DOES 1 through 100)**

25 64. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
26 through 63, inclusive, as though fully set forth herein.

27 65. California Labor Code sections 1194, 1197 and 1198 provide that it is unlawful to
28 pay an employee less than the minimum wage as established by law or to employ a person for longer
than the hours set by the IWC. At all material times herein, IWC wage orders, providing for a

1 payment of a minimum wage of \$8.00 per hour, were in full force and effect and binding upon the
2 Normandie Club Operators. The statutes and wage orders also provide that an employee cannot be
3 employed for more than eight hours in any workday or more than 40 hours in any workweek unless
4 the employee receives one and one-half times his regular rate of pay for each hour of work
5 performed in excess of eight hours in one workday and/or 40 hours in one workweek, and two times
6 his regular rate of pay for each hour of work performed in excess of twelve hours per workday.

7 66. The Normandie Club Operators failed and refused, and continue to fail and refuse, to
8 pay Plaintiff at all for extra hours worked in excess of 40 hours a week and eight hours a day. As a
9 result, during the course of his employment with the Normandie Club Operators, Plaintiff regularly
10 worked without receiving the minimum wage as required by law. The Normandie Club Operators
11 failure and refusal to pay Plaintiff minimum wage violated, and continues to violate, provisions of
12 the Labor Code and IWC wage orders, and is therefore unlawful.

13 67. As a direct and proximate result of the Normandie Club Operators' misconduct, and
14 pursuant to provisions of the Labor Code and IWC wage orders, Plaintiff is entitled to recover
15 unpaid minimum wages from the Normandie Club Operators in an amount according to proof at
16 trial, in addition to prejudgment interest, attorney's fees, costs and liquidated damages pursuant to
17 Labor Code section 1194.2.

18
19 **TWELFTH CAUSE OF ACTION**
20 **(Failure to Provide Meal and Rest Periods in Violation of**
21 **Labor Code sections 226.7 and 512)**
22 **(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club**
23 **Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller**
24 **and DOES 1 through 100)**

25 68. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
26 through 67, inclusive, as though fully set forth herein.

27 69. California Labor Code section 226.7 and 512 and IWC wage orders govern meal and
28 rest periods for employees and were in full force and effect and binding upon the Normandie Club
Operators during all times material herein. These statutes and wage orders govern when employers

1 must give employee breaks for meal and rest periods. The statutes and wage orders state in pertinent
2 part that employers must provide at least 30 minutes of meal periods for every five hours of work
3 and another 30 minute period if the work period is ten hours or more, and that employees must be
4 given at least a ten minute rest for every four hours or major fraction thereof.

5 70. Plaintiff was regularly required to work through his meal break and rest periods to
6 perform and complete his responsibilities for the Normandie Club Operators. Plaintiff was not
7 allowed meal and rest breaks in violation of the Labor Code and IWC wage orders. These statutes
8 and wage orders mandate that the Normandie Club Operators pay Plaintiff at least one hour of pay at
9 his regular rate of pay for every missed meal and rest period, which will be established according to
10 proof at trial.

11 **THIRTEENTH CAUSE OF ACTION**

12 **(Failure to Provide Itemized Statement to Employee in Violation of
Labor Code section 226)**

13 **(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club
14 Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller
and DOES 1 through 100)**

15 71. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
16 through 70, inclusive, as though fully set forth herein.

17 72. The Normandie Club Operators were, and at all times material herein are, required by
18 law to provide proper itemized earnings statements to Plaintiff pursuant to Labor Code section 226.
19 Said section requires employers to give an itemized statement to an employee at every pay period
20 which includes gross wages, total hours worked by the employee, all deductions, net wages earned,
21 dates for which the period was paid, the employee's name and social security number, the name and
22 address of employer, and all applicable hourly rates.

23 73. Notwithstanding the abovementioned statutory requirements, the Normandie Club
24 Operators provided Plaintiff with improper and false paychecks and earnings statements, thereby
25 causing injury and damage to Plaintiff in violation of Labor Code section 226. Plaintiff is therefore
26 entitled to an award of damages and penalties against the Normandie Club Operations according to
27 proof at trial.

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FOURTEENTH CAUSE OF ACTION
(Unfair Business Practices and Competition in Violation of
Business and Professions Code sections 17200, et seq.)
(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club
Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller
and DOES 1 through 100)

74. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 73, inclusive, as though fully set forth herein.

75. The Normandie Club Operators failure and refusal to pay commissions, wages, overtime and minimum wage to Plaintiff, and said defendants failure and refusal to reimburse Plaintiff for employment related expenses and provide Plaintiff with meal and rest periods and proper earnings statements, as all alleged herein, constitute false, unfair, fraudulent, unlawful and deceptive business acts and/or practices within the meaning of Business and Professions Code sections 17200, et seq. Plaintiff has and continues to suffer actual pecuniary harm, injury and damage as a result of the Normandie Club Operators' aforementioned unlawful and fraudulent business activities. As a result of the Normandie Club Operators' unlawful and unfair activities, the Normandie Club Operators have been unjustly enriched and received, and continue to receive, unfair and unjust benefits at Plaintiff's great expense and injury.

76. As a direct and proximate result of the unlawful and unfair business practices and activities committed by the Normandie Club Operators, as alleged herein, Plaintiff is entitled to equitable relief according to proof at trial, including full restitution, disgorgement and/or specific performance of payment of all wages, commissions and reimbursement that have been unlawfully and unfairly withheld by the Normandie Club Operators, in addition to attorney's fees, costs, prejudgment interests and trebled damages.

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FIFTEENTH CAUSE OF ACTION

(Constructive Trust)

(Against Defendants The Normandie Club, Normandie Club, L.P., Normandie Club Incorporated, Gregory Miller, Lawrence Miller, Russell Miller, Stephen Miller and DOES 1 through 100)

77. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 76, inclusive, as though fully set forth herein.

78. At all times prior to January 15, 2014, Plaintiff believed and trusted in the integrity and trustfulness of the Normandie Club Operators, and reposed absolute trust and confidence in them to fulfill their promises and obligations in accordance with the terms of the Employment Agreement. By virtue of the Normandie Club Operators' breach of the Employment Agreement, as alleged herein, and their violation of the relationship of trust and confidence to Plaintiff, Plaintiff requests that the Court impose a constructive trust for his benefit over all funds, money and revenue generated at the Casino from individuals that Plaintiff invited to the Casino to play the Card Games.

RELIEF REQUESTED

WHEREFORE, Plaintiff requests the following relief against the Normandie Club Operators, and each of them:

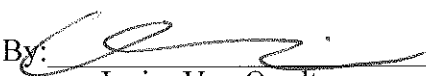
1. For general, actual, incidental, and consequential damages according to proof;
2. For punitive damages in an amount appropriate to punish the Normandie Club Operators and to deter others from engaging in similar misconduct;
3. For trebled damages according to proof;
4. For general damages in an amount necessary to prevent the unjust enrichment of the Normandie Club Operators;
5. For the reasonable value of services provided;
6. For all penalties, damages, liquidated damages, interest, prejudgment interest, attorney's fees, costs, injunctive and declaratory relief, disgorgement and restitution authorized, required or permitted pursuant to the California Labor Code and IWC wage orders;

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- 7. For all penalties, damages, liquidated damages, interest, prejudgment interest, attorney's fees, costs, injunctive and declaratory relief, disgorgement and restitution authorized, required or permitted under California Business and Professions Code sections 17200, et seq.;
- 8. For an accounting subject to Court approval between Plaintiff and the Normandie Club Operators and for payment with interest to Plaintiff of the amounts due from the Normandie Club Operators;
- 9. For the Court to impose a constructive trust for Plaintiff's benefit over all funds, money and revenue generated at the Casino from individuals that Plaintiff invited to the Casino to play the Card Games;
- 10. For attorneys' fees, interest and the costs of suit incurred herein; and
- 11. For any and all other relief the Court deems proper, as required, authorized or permitted by law and/or equity.

Dated: November 17, 2014

CALLAHAN & BLAINE, APLC

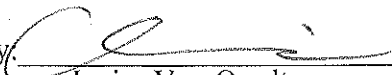
By: 
Javier Van Oord
Damon D. Eisenbrey
Attorneys for Plaintiff Ho Jun Sin

DEMAND FOR JURY TRIAL

Plaintiff HO JUN SIN hereby demands a jury trial in the above-captioned matter.

Dated: November 17, 2014

CALLAHAN & BLAINE, APLC

By 
Javier Van Oordt
Damon D. Eisenbrey
Attorneys for Plaintiff Ho Jun Sin

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Janine Luirette

From: First Legal
Sent: Tuesday, November 18, 2014 4:25 PM
To: Janine Luirette
Subject: FW: eFiling Notification: Received//9798503

From: efiling=firstlegalnetwork.com@mg01.firstlegalnetwork.com
[\[mailto:efiling=firstlegalnetwork.com@mg01.firstlegalnetwork.com\]](mailto:efiling=firstlegalnetwork.com@mg01.firstlegalnetwork.com) **On Behalf Of** First Legal Network
Sent: Monday, November 17, 2014 5:19 PM
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