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Clerk of the Napa Superior Court  
By: Kelly Rose, Deputy

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF NAPA

11  
12 JORDAN VENEMA, an individual,  
13 Plaintiff,  
14 vs.

CASE NO.: 20CV001329

15 L'OREAL USA, INC., a Delaware  
corporation; DAN KLORES  
16 COMMUNICATIONS, LLC, a Delaware  
limited liability company; DAN KLORES  
17 COMMUNICATIONS HOLDINGS, INC.,  
a New York corporation; and DOES 1-25,  
18 inclusive.

**COMPLAINT FOR PENALTIES FOR THE  
LATE PAYMENT OF WAGES (Labor Code  
§ 203); DEMAND FOR JURY TRIAL**

19 Defendants.

20  
21 **PARTIES**

22 1. Plaintiff, JORDAN VENEMA, ("Plaintiff") is an individual residing in the County of  
23 Sacramento, California.

24 2. Defendant, L'OREAL USA, INC., ("L'OREAL"), is, and at all times relevant herein was, a  
25 Delaware corporation, maintaining its principal place of business in the City of New York, New  
26 York.

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1 3. Defendant, DAN KLORES COMMUNICATIONS, LLC, ("DKCLLC"), is, and at all times  
2 relevant herein was, a Delaware limited liability company, maintaining its principal place of  
3 business in the City of New York, New York.

4 4. Defendant, DAN KLORES COMMUNICATIONS HOLDINGS, INC., ("DKCHINC"), is,  
5 and at all times relevant herein was, a New York corporation, maintaining its principal place of  
6 business in the City of New York, New York.

7 5. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as  
8 DOES 1 through 25 inclusive, and therefore sues these defendants by such fictitious names.  
9 Plaintiff will amend this complaint to allege their true names and capacities when ascertained.  
10 Plaintiff is informed and believe and on that basis alleges that each of these fictitiously named  
11 defendants is responsible in some manner for the acts and/or omissions herein alleged, and that as  
12 such, said fictitiously named defendants are subject to, and liable for, the penalties sought in this  
13 action. L'OREAL, DKCLLC, DKCHINC and Does 1 thru 25 are hereinafter collectively referred  
14 to as "Defendants."

15 6. Plaintiff is informed and believe and thereon allege at all times mentioned herein, the  
16 Defendants, and each of them, both those specifically named and fictitiously named, were the  
17 agents, servants, and/or employees of their co-defendants and in doing the things hereinafter  
18 mentioned, were acting within the course and scope of their authority as such agents, servants,  
19 employees with the permission of their co-defendants.

20 **FIRST COUNT**

21 **(For Late-Wage-Payment Penalties for June, 2017, Employment -**  
22 **Against All Defendants)**

23 7. Plaintiff re-alleges and incorporates herein Paragraphs 1-6 hereof as though fully set forth  
24 herein.

25 8. In June of 2017, in the County of Napa, California, Defendant employed Plaintiff as a host  
26 for an live event. That employment began on June 25, 2017, and concluded on June 27, 2017. In  
27 the course of that employment, Plaintiff performed his hosting services pursuant to, and under the  
28 direction and complete control of Defendants and their personnel and agents.

1 9. Plaintiff's employment with Defendants was pursuant to an employment agreement  
2 pursuant to which the employment was to last for three days, and for which Defendants agreed to  
3 pay Plaintiff \$100.00 per hour, for the days of June 25, 2017, June 26, 2017, and June 27, 2017.  
4 Plaintiff worked 4.5 hours on June 25, 2017, 12 hours on June 26, 2017, and 8.5 hours on June 27,  
5 2017, totaling a \$908.33 day rate.

6 10. In the course of Plaintiff's Employment with Defendants, Plaintiff worked a total of 4 hours  
7 of overtime on June 26, 2017, and .5 hours overtime on June 27, 2017. As such, Plaintiff was  
8 entitled to receive overtime wages for the June Employment in the total amount of \$675.00.

9 11. Pursuant to Labor Code section 201(a), Plaintiff was entitled to be paid his wages by  
10 Defendants upon discharge from his employment. That discharge occurred upon his completion of  
11 the event on June 27, 2017.

12 12. Despite having discharged Plaintiff from his employment, Defendants failed to timely pay  
13 Plaintiff his wages upon discharge. Payment of those wages was not made for more than thirty  
14 days after the date upon which Plaintiff was discharged. To date, Defendants have made partial  
15 payment of Plaintiff's overtime wages, but have failed to pay the remaining overtime wages due in  
16 the amount of \$225.00.

17 13. Defendants' failure to timely pay Plaintiff his wages was willful in that Defendants were  
18 required to make timely payment, were able to do so, but chose not to do so, thus entitling Plaintiff  
19 to receive the payment of a penalty under Labor Code section 203. Labor Code section 203  
20 provides that upon an employer's failure to make timely payment of wages, the employee's wages  
21 shall continue as a penalty until paid or for a period of up to 30 days from the time the wages came  
22 due, whichever period is shorter.

23 14. Pursuant to the provisions of Labor Code section 203, Plaintiff is entitled to an award of  
24 penalties in the total amount of \$27,249.99, which is Plaintiff's daily rate of \$908.33 multiplied by  
25 thirty days.

26 15. Pursuant to Labor Code Section 218.5, Plaintiff is additionally entitled to an award of his  
27 reasonable attorney's fees and costs incurred in this action.

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16. Pursuant to Labor Code section 218.6, Plaintiff is entitled to an award of interest on all due and unpaid wages, at the legal rate specified by Civil Code section 3289(b), accruing from the date upon which the wages came due.

17. By reason of the Covid-19 epidemic, the Judicial Council of California promulgated Emergency Rule 9 of the California Rules of Court ("Rule 9"). Pursuant to Rule 9, all statutes of limitation of more than 180 days were tolled for the period starting on April 6, 2020, and ending on October 1, 2020. The state of limitation applicable to this Count One provides for a period of three years. Pursuant to Rule 9, the period of limitation applicable to this Count One was extended to December 23, 2020. Plaintiff has filed this Complaint within that extended period.

### PRAYER

WHEREFORE Plaintiff prays Judgment against Defendants, and each of them, as follows:

1. For unpaid wages in the amount of \$225.00;
2. For penalty wages in the amount of \$27,249.99 pursuant to Labor Code Section 203;
3. For interest on the unpaid wages from the date upon which those wages came due;
4. For reasonable attorney's fees pursuant to Labor Code Section 218.5;
5. For costs of suit incurred herein; and
6. For such other and further relief as the court may deem appropriate.

Dated: December 14, 2020

EXCELSIOR LAW

By: 

ROGER Y. MUSE

Attorneys for Plaintiff, JORDAN VENEMA

### DEMAND FOR JURY TRIAL

Plaintiff, JORDAN VENEMA, hereby demands a jury trial in the above-entitled action

Dated: December 14, 2020

EXCELSIOR LAW

By: 

ROGER Y. MUSE

Attorneys for Plaintiff, JORDAN VENEMA