

COPY

FILED  
BUSINESS OFFICE 12  
CENTRAL DIVISION

2009 APR -2 P 2:03

CLERK-SUPERIOR COURT  
SAN DIEGO COUNTY, CA

1 MATTHEW RIGHETTI, ESQ. {121012}  
 2 JOHN GLUGOSKI, ESQ. {191551}  
 3 RIGHETTI LAW FIRM, P.C.  
 4 456 MONTGOMERY STREET, SUITE 1400  
 5 SAN FRANCISCO, CA 94104  
 6 TELEPHONE: (415) 983-0900  
 7 FACSIMILE: (415) 397-9005

8 Attorneys for Plaintiffs, Mia Stephen, Lucero Smith and Kelly Busken,

9 **SUPERIOR COURT OF CALIFORNIA**  
 10 **COUNTY OF SAN DIEGO**

11 Mia Stephens, Lucero Smith and Kelly  
 12 Busken, individually and on behalf of all  
 13 others similarly situated,

14 Plaintiffs,

15 v.

16 Lululemon USA, Inc. Aka "Lululemon", and  
 17 Does 1 to 100 inclusive,

18 Defendants.

19 CLASS ACTION

20 CASE NO.: 37-2009-00086684-CU-OE-CTL

21 COMPLAINT

- 22 1. CALIFORNIA LABOR CODE §2802;
- 23 2 CALIFORNIA LABOR CODE §212
- 24 3. CALIFORNIA LABOR CODE §450
- 25 4. CALIFORNIA BUSINESS &  
PROFESSIONS CODE §§17200 ET SEQ.
- 26 5. CALIFORNIA LABOR CODE §201, 202  
and 203

27 DEMAND FOR JURY TRIAL

28 **FIRST CAUSE OF ACTION**

COME NOW, plaintiffs, individuals over the age of eighteen (18), and bring this challenge to defendant's lucrative, repressive and unlawful business practices on behalf of themselves and a class of all others similarly situated and for a Cause of Action against

1 defendants, LULULEMON USA, INC, and DOES 1-100, inclusive, (hereinafter defendants)  
2 and each of them, alleges as follows:

3 **THE PARTIES, JURISDICTION AND VENUE**

4 **1.**

5 This class action is brought pursuant to §382 of the California Code of Civil Procedure.  
6 The monetary damages and restitution sought by plaintiffs exceed the minimal jurisdiction  
7 limits of the Superior Court and will be established according to proof at trial. The monetary  
8 damages sought on behalf of each and every member of the class and as aggregate class  
9 damages exceed those jurisdictional limits as well. However, the claims of individual class  
10 members, including plaintiffs, are under the \$75,000 jurisdictional threshold for federal court.  
11 For example, a class member who was or has been employed for a relatively brief period could  
12 never reasonably be expected to receive a recovery of \$75,000 or more. Further there is no  
13 federal question at issue, as all the issues related to payment wages alleged herein are based  
14 solely on California law and statutes, including the Labor Code, Civil Code, Code of Civil  
15 Procedure, and Business and Professions Code.  
16

17 **2.**

18  
19 Plaintiffs Mia Stephens, Lucero Smith and Kelly Busken ("Plaintiffs") bring this action  
20 against Lululemon USA, Inc., (including all California Lululemon stores, collectively  
21 "Lululemon") for engaging in a uniform policy and systematic scheme of wage abuse against  
22 their employees in California. This scheme involved, inter alia, failing to pay their employees  
23 all wages earned for all hours worked under California law. As a result of Defendant's  
24 systematic and clandestine scheme of failing to properly pay their employees wages earned for  
25 all hours worked throughout California, Lululemon has violated California laws as described  
26 more particularly below.  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

3.

Lululemon is organized and licensed to do business in California, and, in concert with other defendants, was and is doing business in California at approximately 20 locations, including the County of San Diego. Defendant Lululemon sells apparel through its Lululemon brand, targeting both females and males. Lululemon is a publicly traded company with approximately 148 million dollars in assets. Further, plaintiffs are informed and believe, and based thereon allege, that many of the centralized policies and procedures and conduct complained about herein emanated from California

4.

Venue is proper in this county under California Business and Professions Code §17203 and California Code of Civil Procedure §§395(a) and 395.5. Lululemon operates approximately 20 stores in California, and employs hundreds of persons in the State of California including in San Diego County wherein plaintiff Stephens worked. Accordingly, at least some of the acts complained of herein occurred in San Diego County.

5.

The Defendant is within the jurisdiction of this Court. Lululemon does tens of millions of dollars of business in the State of California and operates stores in San Diego County. Thus, Defendant has obtained the benefits of the laws of the State of California and the County of San Diego and the California retail and labor markets.

6.

Plaintiff Mia Stephens ("Ms. Stephens") was a California resident at all pertinent times herein who worked from approximately December 2006, through April 2008, for Lululemon. As a requirement of her employment and retention as an employee, defendant required Ms. Stephens (and the class alleged herein) to purchase Lululemon clothing and/or accessories from

1 defendant's own stores. Ms. Stephens (and the class) was not reimbursed, compensated and/or  
2 provided any allowance in addition to regular wages earned for work performed to cover the  
3 cost of the purchases she was required to make at defendant's stores. As a result of  
4 Lululemon's policies, Ms. Stephens was also not paid all wages earned as required under  
5 California law. Defendant also paid Ms. Stephens (and the class) wages through a gift card in  
6 violation of Cal. Labor Code Section 212 rather than by check or money as required under the  
7 law. These wages in the form of a Lululemon gift card could only be used/redeemed to make  
8 clothing purchases at defendant's stores.  
9

10 7.

11 Plaintiff Lucero Smith ("Ms. Smith") was a California resident at all pertinent times  
12 herein who worked from approximately September 2007 through February 2009, at a  
13 Lululemon Store. As a requirement of her employment and retention as an employee, defendant  
14 required Ms. Smith to purchase Lululemon clothing and/or accessories from defendant's own  
15 stores. She was not reimbursed, compensated and/or provided any allowance in addition to  
16 wages earned for work performed to cover the cost of the purchases she was required to make  
17 at defendant's stores as a requirement of her employment and as a condition of continuous  
18 employment. Further, Ms. Smith (and the class) was also not paid all wages earned as required  
19 under California law. Defendant also paid Ms. Smith (and the class) certain wages through a  
20 gift card in violation of Cal. Labor Code Section 212 rather than by check or money as required  
21 under the law. These wages in the form of a Lululemon gift card could only be used/redeemed  
22 to make clothing purchases at defendant's stores.  
23  
24

25 ///  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

8.

Plaintiff Kelly Busken ("Ms. Busken") was a California resident at all pertinent times herein who worked from approximately May 2007 through November 2007, at a Lululemon Store. As a condition of her employment and retention as an employee of Defendant, Defendant required Ms. Busken to purchase Lululemon clothing and/or accessories from Defendant's own stores. She was not reimbursed, compensated and/or provided any allowance in addition to wages earned for work performed to cover the cost of the purchases she was required to make at Defendant's stores as a condition of her employment and as a condition of continuous employment. Further, Ms. Busken was also not paid all wages earned as required under California law. Defendant paid plaintiffs certain wages through a gift card in violation of Cal. Labor Code Section 212 rather than by check or money as required under the law. These wages in the form of a Lululemon could only be used/redeemed to make clothing purchases at Defendant's stores.

9.

The true names and capacities, whether individual, corporate, associate, representative, or otherwise, of defendants named herein as DOES 1 through 100 are unknown to plaintiffs at this time, and they are therefore sued by such fictitious names pursuant to California Code of Civil Procedure §474. plaintiffs will amend this Complaint to allege the true names and capacities of DOES 1 through 100 when plaintiffs know them. Each of DOES 1 through 100 is in some manner legally responsible for the violations of law alleged herein.

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

10.

The acts charged in this Complaint as having been done by defendant were authorized, ordered, or done by their officers, agents, employees, or representatives, while actively engaged in the management of the defendant's businesses or affairs.

**CLASS ACTION ALLEGATIONS**

11.

This complaint is brought by plaintiffs pursuant to California Code of Civil Procedure section 382 on behalf of a class. All claims alleged herein arise under California law for which plaintiffs seek relief authorized under California law. The class is comprised of, and defined as:

All current and former persons who have been employed in any California stores owned and/or operated by Defendants within the four years preceding the filing of this action up to the time this case is certified by the Court as a class action.

The Class excludes defendant, its subsidiaries, affiliates, dealers, officers, directors, members of defendant's affiliates, officers, dealers' and directors' immediate families, any entities in which defendant has a controlling interest, and the officers, directors, affiliates, legal representatives, heirs, successors and/or assigns of any of the individuals or entities mentioned in this paragraph, and any judge assigned to hear this action.

12.

This action has been brought and may properly be maintained as a class action pursuant to California Code of Civil Procedure §382, Civil Code §1781 and case law thereunder, to which the California trial courts have been directed by the California Supreme Court to look at for guidance.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

13.

Plaintiffs believe there are at least several hundred presently and formerly employed Lululemon employees in the Class. Given defendant's size and the systematic nature of defendant's failure to comply with California employment law and common law, the members of the Class are so numerous that joinder of all members is impractical.

14.

Plaintiffs' claims are typical of the claims of the members of the Class because they were employees who, like the members of the Class, were impacted by the conduct complained of herein and sustained damages and other loss arising out of the defendant's campaign refusing to properly compensate them for expenditures incurred, and failure to properly pay wages earned by paying wages in the form of a gift card which can only be used at defendant's retail stores.

15.

Plaintiffs have no interest antagonistic or in conflict with the class and will fairly and adequately protect the interests of the Class members. Plaintiffs have retained counsel competent and experienced in complex, class action litigation.

16.

Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to plaintiffs and the Class are:

- a. Whether or not defendant's requirement of having its California based store employees patronize its California stores without compensation, reimbursement and/or clothing allowance violates Labor Code Section 450;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

b. Whether defendant has engaged in a pattern and/or practice in California of failing to properly pay all wages earned;

c. Whether defendant has engaged in a pattern and/or practice in California of not indemnifying employees for all necessary expenditures or losses incurred by the employee in direct consequences of this discharge of his or her duties;

d. Whether plaintiffs and the Class are entitled to restitution under Cal. Bus. & Prof. Code §17200 et seq.

e. Whether the Class is entitled to injunctive relief.

17.

A class action is superior to other available methods for the fair and efficient adjudication of this controversy for the following reasons:

a. A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the plaintiff Class are so numerous that joinder of all members is, at a minimum, impractical, and probably impossible.

b. The damages suffered by individual Class members are relatively small compared to the expense and burden of prosecuting this complex case against a well-financed corporation. Consequently, this class action is the only way that every Class member can redress the harm and damage caused by defendant's conduct.

c. Should this Court require individual Class members to bring separate actions, this Court would face a multiplicity of lawsuits, which would unduly burden both the California court system and the litigants. The prosecution of separate actions will create a risk of inconsistent rulings and contradictory judgments which might dispose of other Class members' interests who are not parties to the adjudication, thereby impeding and impairing

1 Class members' ability to protect their interests. Inconsistent results will magnify the delay and  
2 expense to all parties and to the California court system. By contrast, this class action presents  
3 far fewer management difficulties while providing unitary adjudication, economies of scale and  
4 comprehensive supervision by a single court.

5  
6 **18.**

7 The prosecution of separate actions by the individual class members, even if possible,  
8 would create a substantial risk of (1) inconsistent or varying adjudications with respect to  
9 individual class members against the defendants and which would establish potentially  
10 incompatible standards of conduct for the defendants, and/or (2) adjudications with respect to  
11 individual class members which would, as a practical matter, be dispositive of the interests of  
12 the other class members not parties to the adjudications or which would substantially impair or  
13 impede the ability of the class members to protect their interests. Further, the claims of the  
14 individual members of the class are not sufficiently large to warrant vigorous individual  
15 prosecution considering all of the concomitant costs and expenses.

16  
17 **19.**

18 Such a pattern, practice and uniform administration of corporate policy regarding illegal  
19 employee compensation, as described herein, is unlawful and creates an entitlement to recovery  
20 by the plaintiffs and the class identified herein, in a civil action, for reimbursement of amounts  
21 paid for clothing/accessories pursuant to defendant's requirements at defendant's stores; for  
22 payment of the unpaid balance of the full amount of wages owing that were improperly paid in  
23 a manner other than as mandated by California law. The amounts sought herein are in addition  
24 to interest thereon, willful penalties, reasonable attorneys fees, statutory penalties and costs of  
25 suit according to the mandate of California law.  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

20.

Proof of a common business practice or factual pattern, of which the named plaintiffs' experiences are representative, will establish the right of each of the members of the plaintiff Class to recovery on the causes of action alleged herein.

21.

The plaintiff Class is entitled in common to a specific fund with respect to the compensation monies illegally and unfairly retained by defendants. The plaintiff Class is entitled in common to restitution and disgorgement of those funds being improperly withheld by defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

22.

A class action will cause an orderly and expeditious administration of the claims of the Class. Economies of time, effort and expense will be fostered and uniformity of decisions will be insured.

23.

Plaintiffs anticipate little, if any, difficulty in the management of this litigation.

24.

Defendant offered the plaintiffs and each Class member employment as employees ("Associates"), which each plaintiff and Class member accepted, thereby entering into an employment relationship governed by the California Labor Code and its implementing regulations and orders.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

25.

At the time plaintiffs and members of the Class accepted employment with defendant, they were expressly told their rate of compensation and further expressly told of the requirements that as employees of defendant they would have to patronize defendant's business by purchasing clothing/accessories from defendant's stores and wear such merchandise on shift.

26.

Following acceptance of employment with defendant, plaintiffs and Class members received orientation education and training, which included a discussion of many important policies and terms of employment in the Store Associate Handbook including the requirement that they patronize defendant's stores as a condition of employment without compensation, reimbursement and/or any allowance for said purchases.

27.

One of Lululemon's largest expenses is the payroll of its California based store employees. In order to reduce such payroll expenses, defendant requires plaintiffs and the Class to use said wages paid to them to purchase clothing/accessories directly from defendant's stores thereby putting the wages paid to employees directly back into defendant's business and profits. Further, Lululemon implemented a uniform policy and system that requires employees' bonus' to be paid in the form of gift cards that can only be used at Lululemon stores in violation of California law rather than by check or money, resulting in a savings to defendant. Further, employees are not able to apply their employee discount when they use the gift card to purchase Lululemon clothing.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

28.

Beginning at a date unknown to plaintiffs, but at least as early as four years preceding the filing of this Complaint, defendant committed, and continue to commit, the alleged acts of wage abuse against its employees by failing to properly compensate the Class of persons employed throughout its stores in California by paying them in gift cards and also requiring that plaintiffs and the Class use wages earn to purchase clothing and accessories from defendant's stores.

**FIRST CAUSE OF ACTION**  
**FAILURE TO INDEMNIFY EMPLOYEES**  
**(Violation of Labor Code § 2802)**  
**(By All Plaintiffs Against All Defendants)**

29.

Plaintiffs, individually and on behalf of all Class Members, hereby restate, re-allege, and incorporate by reference herein, paragraphs 1 through 28 of this complaint, as though fully set forth herein.

30.

The Class Period for this cause of action is three years preceding the filing of this action up to the present. Labor Code §2802 provides:

- (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequences of the discharge of his or her duties, or his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

31.

As alleged herein, defendant required plaintiffs and the Class members to make expenditures as set forth in LC §2802 for which defendant failed to indemnify. As a result,

1 defendant required plaintiffs and the Class Members to incur losses without indemnification.  
2 By these actions, defendant violated Labor Code Section 2802 and are liable to plaintiffs and  
3 the Class and accordingly.

4 32.

5 As a result of the unlawful acts of defendant, plaintiffs and the Class members have been  
6 deprived of compensation in amounts to be determined at trial, and are entitled to recovery of  
7 such amounts, including interest thereon, attorneys' fees, willful penalties, statutory penalties,  
8 costs, and any other damages as set forth under California Law.

9  
10 WHEREFORE, plaintiffs pray for relief as hereinafter set forth.

11  
12 **SECOND CAUSE OF ACTION**

13 **(Violation of Labor Code § 212)**

14 Plaintiffs re-allege and incorporates by reference each and every allegation set forth in  
15 the preceding paragraphs.

16 33.

17 The Class Period for this cause of action is three years from the filing of this complaint  
18 to the present.

19 34.

20 Labor code § 212(a)(2) provides no person, or agent or officer thereof, shall issue  
21 payment of wages due, or to become due, or as an advance on wages to be earned; through any  
22 script, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or  
23 redeemable otherwise than in money. With respect to plaintiffs' wages owed, defendant paid  
24 plaintiffs bonus wages through a gift card program in violation of Cal. Labor Code § 212 rather  
25 than by a check or money as required under the law. Said wages paid through a gift card could  
26 only be used at defendant's stores and was not redeemable for cash in lieu of defendant's  
27 products.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

35.

Thus, defendant failed to sufficiently pay earned wages to plaintiffs and the Class in violation of Cal. Labor Code § 212.

36.

Based on defendant's payment of a wages through a gift card, that among other things did not allow plaintiffs to apply employee discount or use gift card at any other establishment, plaintiffs and the Class suffered monetary losses subject to proof.

WHEREFORE, plaintiffs pray for judgment as hereinafter set forth.

**THIRD CAUSE OF ACTION**  
**(Violation of Labor Code § 450)**

Plaintiffs re-allege and incorporates by reference each and every allegation set forth in the preceding paragraphs.

37.

The Class Period for this cause of action is three years from the filing of this complaint to the present.

38.

Defendant's uniform policies and practices violate California Labor Code § 450, which provides in pertinent part:

- a) No employer, or agent of officer thereof, or other person may compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of a thing of value.

39.

Defendant compelled or coerced plaintiffs and the Class to purchase things of value from defendants. Thus, defendants violated Cal. Labor Code § 450 and plaintiffs suffered damages according to proof.

WHEREFORE, plaintiffs pray for relief as hereinafter set forth.

**FOURTH CAUSE OF ACTION**

**(Business and Professions Code §§.17000 et seq. and 17200 et seq.)**  
**(All Plaintiffs Against All Defendants for Unfair Competition and Unfair Business Practices)**

Plaintiffs, individually and on behalf of all Class Members, hereby restate, re-allege, and incorporate by reference herein, paragraphs 1 through 39 of this complaint, as though fully set forth herein.

40.

The Class Period for this cause of action is four years from the filing of this complaint to the present.

41.

Business and Professions Code Section 17200, et seq. prohibits acts of unfair competition, which shall mean and include any "unlawful business act or practice."

42.

Labor Code Section 90.5(a) states it is the public policy of California to enforce vigorously minimum standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

43.

The policies, acts and practices heretofore described were and are an unlawful business acts or practices because defendants' failure to indemnify their employees for all necessary expenditures or losses incurred by the employee in direct consequences of the discharge of his

1 or her duties, or his or her obedience to the directions of the employer, even though unlawful,  
2 and failure to properly pay wages violates applicable Labor Code sections, including but not  
3 limited to Labor Code §§ 2802, 200-203, 450, 212 applicable Industrial Welfare Commission  
4 Wage Orders, and other provisions of California common and/or statutory law. Plaintiffs  
5 reserve the right to allege additional statutory and common law violations by defendants. Such  
6 conduct is ongoing to this date.

7 44.

8 Defendants' course of conduct, act and practice in violation of the California laws  
9 mentioned in each paragraph above constitute separate and independent violations of Section  
10 17200 *et. seq.* of the California Business and Professions Code.

11 45.

12 The policies, acts or practices described herein were and are illegal under California law  
13 and/or were unfair business acts or practices because any justifications for defendants' illegal  
14 and wrongful conduct were and are vastly outweighed by the harm such conduct caused  
15 plaintiffs, the class members, and the members of the general public. Such conduct is ongoing  
16 to this date.

17 46.

18 The harm to plaintiffs and the Class for the transgressions alleged herein far outweighs  
19 the utility if any, of defendants' policies/practices, and therefore, defendants' actions described  
20 herein constitute an unfair business practice or act within the meaning of Business and  
21 Professions Code Section 17200.

22 47.

23 Plaintiffs and the other members of the Class are therefore entitled to the relief  
24 requested below.

25 48.

26 Plaintiffs seek injunctive relief and restitution for violations of California's Unfair  
27 Business Practices. Injunctive relief is required. Unless enjoined, defendants' unlawful conduct  
28

1 will continue unchecked, while plaintiffs and the Class bear the financial brunt of defendants'  
2 unlawful conduct.

3  
4 WHEREFORE, plaintiffs pray for judgment as hereinafter set forth.

5 **FIFTH CAUSE OF ACTION**  
6 **(Failure to Make Payment Within the Required Time: California Labor Code §§ 201,**  
7 **202, 203)**

8 **49.**

9 Plaintiffs re-allege and incorporate by reference each and every allegation set forth in  
10 the preceding paragraphs.

11 **50.**

12 California Labor Code Section 201 provides in relevant part, "[i]f an employer  
13 discharges an employee, the wages earned and unpaid at the time of discharge are due and  
14 payable immediately."

15 **51.**

16 California Labor Code Section 202 provides in relevant part, "[i]f an employee not  
17 having a written contract for a definite period quits his or her employment, his or her wages  
18 shall become due and payable not later than 72 hours thereafter, unless the employee has given  
19 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to  
20 his or her wages at the time of quitting."

21 **52.**

22 As alleged herein, defendants failed to pay earned wages to plaintiffs who are former  
23 employees of defendants at the time they became due and payable. Thus, defendants violated  
24 Cal. Labor Code Sections 201 and 202. As a further and direct proximate result of the failure to  
25 properly and lawfully pay wages owed, plaintiffs were deprived of their required and mandated  
26  
27  
28

1 wages and have since resigned and/or been terminated from their employment, are are entitled to  
2 recover thirty additional days of pay pursuant to California Labor Code §§201, 202, and 203 et  
3 seq. by virtue of defendants willful failure to timely pay all wages due and owing upon  
4 resignation or termination.

5 WHEREFORE, plaintiffs pray for judgment as follows:

6 **PRAYER FOR RELIEF**

7  
8 1. As to all causes of action, determining that this action may proceed and be  
9 maintained as a class action;

10 **As to the First Cause of Action:**

- 11 a. A declaratory judgment that defendants have violated California law as alleged;  
12 b. An award to plaintiffs and the Class for all uniform and business expenditures  
13 and losses incurred; and  
14 c. Pursuant to Labor Code Section 2802, an award to plaintiffs and the Class of  
15 actual damages as well as an award of interest, penalties, costs and reasonable  
16 attorneys' fees;  
17

18 **As to the Second Cause of Action:**

- 19 a. A declaratory judgment that Defendant has violated Cal. Lab. Code §212;  
20 b. An award to plaintiffs and the Class of damages for the balance of unpaid  
21 wages, including interest thereon, attorneys fees, costs, and penalties subject to  
22 proof;  
23

24 **As to the Third Cause of Action:**

- 25 a. A declaratory judgment that defendant has violated Cal. Lab. Code §450;  
26  
27  
28

1           b.     An award to plaintiffs and the Class of damages for the costs incurred from  
2 defendant's requirement that the plaintiffs and the Class patronize his or her employer and  
3 purchase a thing of value, including interest thereon, attorney fees, costs and penalties subject  
4 to proof;

5  
6     **As to the Fourth Cause of Action:**

7           a.     Ordering defendant, its agents, servants and employees, and all persons acting,  
8 directly or indirectly, in concert with it, to restore and pay restitution suffered by means of any  
9 act or practice declared by this Court to be unlawful, unfair or fraudulent and therefore  
10 constitute unfair competition under Section 17200 *et. seq.* of the Business and Professions  
11 Code;

12           b.     For injunctive relief pursuant to Business and Professions Code Section 17203,  
13 consisting of *inter alia*: (1) a declaration that defendant has engaged in unlawful and unfair and  
14 fraudulent business acts and practices in violation of California Business and Professions Code  
15 Section 17200 *et. seq.*; (2) a preliminary and/or permanent injunction enjoining defendant and  
16 its respective successors, agents, servants, officers, directors, employees and all persons acting  
17 in concert with them from pursuing the policies, acts and practices complained of herein and  
18 prohibiting defendant from continuing such acts of unfair and illegal business acts and  
19 practices; and;

20     **For the Fifth Cause of Action:**

21           a.     A declaratory judgment that defendant has violated Labor Code Sections 201  
22 and 202;

23           b.     An award to plaintiffs and those formerly employed members of the Class of  
24 continuing wages as a penalty from the due date thereof at the same rate until paid or until this  
25 action was commenced; but for no more that 30 days;  
26  
27  
28

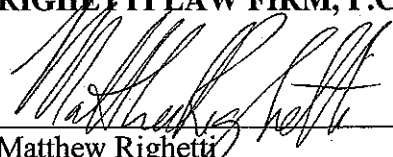
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**As to all causes of action:**

1. Pre- and post-judgment interest, costs and attorney fees; and
2. Such other and further relief as the Court deems just and proper.

Dated: April 1, 2009

**RIGHETTI LAW FIRM, P.C.**



Matthew Righetti  
Attorney for Plaintiffs