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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 SHANE UPSON; individually and on behalf
13 of members of the general public similarly
14 situated;

15 Plaintiffs,

16 vs.

17 SUR LA TABLE, INC., a Washington
18 corporation; and Does 1 through 100,
19 inclusive.

20 Defendants.

Case No.: BC424012

CLASS ACTION COMPLAINT

- (1) Violation of California Labor Code §§ 510 and 1198
- (2) Violation of California Labor Code §§ 226.7 and 512(a)
- (3) Violation of California Labor Code § 226.7
- (4) Violation of California Labor Code § 204
- (5) Violation of California Labor Code §§ 201 and 202
- (6) Violation of California Labor Code § 226(a)
- (7) Violation of California Labor Code § 1174(d)
- (8) Violation of California Business & Professions Code § 17200

DEMAND FOR JURY TRIAL

THE AIWAZIAN LAW FIRM
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**CONFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

OCT 15 2009

John A. Clarke, Executive Officer/Clerk
By *[Signature]* Deputy
DOROTHY GWAIN

1 COMES NOW, Plaintiff Shane Upson, individually and on behalf of other
2 members of the public similarly situated, and alleges as follows:

3 PARTIES

4 1. Plaintiff Shane Upson ("Plaintiff") is an individual residing in the County
5 of Los Angeles, State of California.

6 2. Defendant Sur La Table, Inc. is a corporation organized and existing
7 under the laws of the State of Washington, and transacts business throughout the State
8 of California, including the County of Los Angeles.

9 3. Sur La Table, Inc. owns and operates approximately seventy-six (76) Sur
10 La Table, Inc. stores nationally, with approximately twenty-four (24) of which located
11 in the State of California, including the County of Los Angeles.

12 4. At all times herein relevant, Sur La Table, Inc. and Does 1 through 100,
13 and each of them, were the agents, partners, joint venturers, representatives, servants,
14 employees, successors-in-interest, co-conspirators and assigns, each of the other, and at
15 all times relevant hereto were acting within the course and scope of their authority as
16 such agents, partners, joint venturers, representatives, servants, employees, successors,
17 co-conspirators and assigns, and that all acts or omissions alleged herein were duly
18 committed with the ratification, knowledge, permission, encouragement, authorization
19 and consent of each defendant designated herein.

20 5. The true names and capacities, whether corporate, associate, individual or
21 otherwise, of defendants Does 1 through 100, inclusive, are unknown to Plaintiff who
22 sues said defendants by such fictitious names. Plaintiff is informed and believes, and
23 based on that information and belief alleges, that each of the defendants designated as a
24 Doe is legally responsible for the events and happenings referred to in this complaint,
25 and unlawfully caused the injuries and damages to Plaintiff and the other class members
26 alleged in this complaint. Plaintiff will seek leave of court to amend this Complaint to
27 show the true names and capacities when the same have been ascertained.

28 ///

1 according to California law.

2 14. Plaintiff is informed and believes, and based thereon alleges, that
3 Defendants failed to provide the Plaintiff and the other class members the required rest
4 and meal periods during the relevant time period as required under the Industrial
5 Welfare Commission Wage Orders and thus they are entitled to any and all applicable
6 penalties.

7 15. Plaintiff is informed and believes, and based thereon alleges, that
8 Defendants knew or should have known that Plaintiff and the other class members were
9 entitled to receive all meal periods or payment of one additional hour of pay at
10 Plaintiff's and the other class members' regular rate of pay when a meal period was
11 missed.

12 16. Plaintiff is informed and believes, and based thereon alleges, that
13 Defendants knew or should have known that Plaintiff and the other class members were
14 entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
15 and the other class members' regular rate of pay when a rest period was missed.

16 17. Plaintiff is informed and believes, and based thereon alleges, that
17 Defendants knew or should have known that Plaintiff and the other class members were
18 entitled to receive all wages owed to them upon discharge or resignation.

19 18. Plaintiff is informed and believes, and based thereon alleges, that
20 Defendants knew or should have known that Plaintiff and the other class members were
21 entitled to receive complete and accurate wage statements in accordance with California
22 law.

23 19. Plaintiff is informed and believes, and based thereon alleges, that
24 Defendants knew or should have known that they had a duty to compensate Plaintiff
25 and the other class members pursuant to California law, and that Defendants had the
26 financial ability to pay such compensation, but willfully, knowingly, and intentionally
27 failed to do so, and falsely represented to Plaintiff and the other class members that they
28 were properly denied wages, all in order to increase Defendants' profits.

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Table, Inc.'s employment records.

- b. Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well defined community of interest.
- c. Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

28. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exists as to the members of the class:

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- a. Whether Defendants' California-based Assistant Managers were classified as "exempt" in violation of California law;
- b. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over twelve (12) hours per day, and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- c. Whether Plaintiff and the other class members were misclassified as exempt;
- d. Whether Defendants deprived Plaintiff and class members of meal periods or required Plaintiff and class members to work during meal periods without compensation;
- e. Whether Defendants deprived Plaintiff and class members of rest periods or required Plaintiff and class members to work during rest periods without compensation;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants complied with wage reporting as required by the California Labor Code; including, but not limited to, Section 226;
- h. Whether Defendants' conduct was willful or reckless;
- i. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200 et seq.;
- j. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

1 k. Whether Plaintiff and the class are entitled to compensatory
2 damages pursuant to the California Labor Code.

3 **FIRST CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 510 and 1198)**

5 **(Against SUR LA TABLE, INC. and DOES 1 through 100)**

6 29. Plaintiff incorporates by reference the allegations contained in paragraphs
7 1 through 28, and each and every part thereof with the same force and effect as though
8 fully set forth herein.

9 30. Pursuant to California Labor Code § 1198 and the applicable IWC Wage
10 Order, it is unlawful to employ persons without compensating them at a rate of pay
11 either time-and-one-half or two-times that person's regular rate of pay, depending on
12 the number of hours worked by the person on a daily or weekly basis.

13 31. Pursuant to California Labor Code § 1198, the maximum hours of work
14 and the standard conditions of labor fixed by the commission shall be the maximum
15 hours of work and the standard conditions of labor for employees. The employment of
16 any employee for longer hours than those fixed by the order or under conditions of
17 labor prohibited by the order is unlawful.

18 32. Pursuant to the applicable IWC Wage Order, Defendants are and were
19 required to pay Plaintiff and the other class members at the rate of time-and-one-half
20 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours
21 in a workweek.

22 33. The applicable IWC Wage Order further provides that Defendants are and
23 were required to pay Plaintiff and the other class members overtime compensation at a
24 rate of two times their regular rate of pay for all hours worked in excess of twelve (12)
25 hours in a day.

26 34. Pursuant to California Labor Code section 510, any work in excess of
27 eight hours in one workday and any work in excess of 40 hours in any one workweek
28 and the first eight hours worked on the seventh day of work in any one workweek shall

1 be compensated at the rate of no less than one and one-half times the regular rate of pay
2 for an employee. Any work in excess of 12 hours in one day shall be compensated at
3 the rate of no less than twice the regular rate of pay for an employee. In addition, any
4 work in excess of eight hours on any seventh day of a workweek shall be compensated
5 at the rate of no less than twice the regular rate of pay of an employee.

6 35. Pursuant to California Labor Code section 510, Plaintiff and the other
7 class members are entitled to overtime compensation at one-and-one-half times the
8 regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)
9 hours in a week or for the first eight (8) hours worked on the seventh day of work, and
10 to overtime compensation at twice the regular hourly rate for hours worked in excess of
11 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of
12 work.

13 36. During the relevant time period, Plaintiff and the other class members
14 regularly and/or consistently worked in excess of eight (8) hours in a day.

15 37. During the relevant time period, Plaintiff and the other class members
16 regularly and/or consistently worked in excess of twelve (12) hours in a day.

17 38. During the relevant time period, Plaintiff and the other class members
18 regularly and/or consistently worked in excess of forty (40) hours in a week.

19 39. During the relevant time period, Defendants intentionally and willfully
20 failed to pay overtime wages owed to Plaintiff and the other class members.

21 40. Defendants' failure to pay Plaintiff and the other class members overtime
22 compensation, as required by California laws, violates the provisions of California
23 Labor Code sections 510 and 1198, and is therefore unlawful.

24 41. Pursuant to California Labor Code section 1194(a), notwithstanding any
25 agreement to work for a lesser wage, any employee receiving less than the legal
26 minimum wage or the legal overtime compensation applicable to the employee is
27 entitled to recover in a civil action the unpaid balance of the full amount of this
28 minimum wage or overtime compensation, including interest thereon, reasonable

1 attorneys' fees, and costs of suit.

2 42. Pursuant to California Labor Code section 1194, Plaintiff and the other
3 class members are entitled to recover unpaid overtime compensation, as well as interest,
4 costs, and attorneys' fees.

5 **SECOND CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 226.7 and 512(a))**

7 **(Against SUR LA TABLE, INC. and DOES 1 through 100)**

8 43. Plaintiff incorporates by reference the allegations contained in paragraphs
9 1 through 42, and each and every part thereof with the same force and effect as though
10 fully set forth herein.

11 44. At all times herein mentioned, the Industrial Welfare Commission Order
12 and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and
13 the other class members' employment by Defendants.

14 45. Pursuant to California Labor Code section 226.7, no employer shall
15 require any employee to work during any meal or rest period mandated by an applicable
16 order of the Industrial Welfare Commission.

17 46. Pursuant to California Labor Code section 512(a), an employer may not
18 employ an employee for a work period of more than five hours per day without
19 providing the employee with a meal period of not less than 30 minutes, except that if
20 the total work period per day of the employee is no more than six hours, the meal
21 period may be waived by mutual consent of both the employer and employee.

22 47. Pursuant to California Labor Code section 512(a), an employer may not
23 employ an employee for a work period of more than 10 hours per day without providing
24 the employee with a second meal period of not less than 30 minutes, except that if the
25 total hours worked is no more than 12 hours, the second meal period may be waived by
26 mutual consent of the employer and the employee only if the first meal period was not
27 waived.

28 48. As alleged herein, Defendants routinely interrupted and/or failed to

1 permit, authorize and/or provide Plaintiff's and class members' meal breaks. By these
2 actions, Defendants violated California Labor Code sections 226.7(a) and 512(a), and is
3 liable to Plaintiff and the Class.

4 49. During the relevant time period, Plaintiff and the other class members
5 who were scheduled to work for a period of time in excess of six (6) hours were
6 required to work for a period of time in excess of six (6) hours, and were required to
7 work for periods longer than five (5) hours without an uninterrupted meal period of not
8 less than thirty (30) minutes.

9 50. During the relevant time period, Plaintiff and the other class members
10 who were scheduled to work in excess of ten (10) hours but not longer than twelve (12)
11 hours, and who did not waive their legally-mandated meal periods by mutual consent
12 were required to work in excess of ten (10) hours without receiving a second
13 uninterrupted meal period of not less than thirty (30) minutes.

14 51. During the relevant time period, Plaintiff and the other class members
15 were scheduled to work for a period of time in excess of twelve (12) hours was required
16 to work for periods longer than ten (10) hours without a second uninterrupted meal
17 period of not less than thirty (30) minutes.

18 52. During the relevant time period, Defendants intentionally and willfully
19 required Plaintiff and the other class members to work during meal periods and failed to
20 pay Plaintiff and the other class members the full meal period premium for work
21 performed during meal periods.

22 53. Defendants' conduct violates applicable Industrial Welfare Commission
23 Wage Orders, and California Labor Code sections 226.7 and 512(a).

24 54. Pursuant to California Labor Code section 226.7(b), Plaintiff and the other
25 class members are entitled to recover from Defendants one additional hour of pay at the
26 employee's regular rate of compensation for each work day that the meal or rest period
27 is not provided.

28 **THIRD CAUSE OF ACTION**

(Violation of California Labor Code §§ 226.7)

(Against SUR LA TABLE, INC. and DOES 1 through 100)

55. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 54, and each and every part thereof with the same force and effect as though fully set forth herein.

56. At all times herein set forth, the California Industrial Welfare Commission Order and California Labor Code section 226.7 was applicable to Plaintiff's and the other class members' employment by Defendants.

57. Pursuant to California Labor Code section 226.7, no employer shall require an employee to work during any rest period mandated by an applicable order of the California Industrial Welfare Commission.

58. As alleged herein, Defendants routinely interrupted and/or failed to permit, authorize and/or provide Plaintiff's and class members' rest breaks. By these actions, Defendants violated California Labor Code section 226.7(a) and is liable to Plaintiff and the Class.

59. During the relevant time period, Defendants required Plaintiff and the other class members of the class to work in excess of four (4) hours without providing them a second ten (10) minute rest period.

60. During the relevant time period, Defendants required Plaintiff and the other class members to work an additional four (4) hours without providing a second ten (10) minute rest period.

61. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

62. Defendants' conduct violates applicable Industrial Welfare Commission Wage Orders, and California Labor Code section 226.7.

63. Pursuant to California Labor Code section 226.7(b), Plaintiff and the other

1 class members of the class are entitled to recover from Defendants one additional hour
2 of pay at the employees' regular hourly rate of compensation for each work day that the
3 rest period was not provided.

4 **FOURTH CAUSE OF ACTION**

5 **(Violation of California Labor Code § 204)**

6 **(Against SUR LA TABLE, INC. and DOES 1 through 100)**

7 64. Plaintiff incorporates by reference the allegations contained in paragraphs
8 1 through 63, and each and every part thereof with the same force and effect as though
9 fully set forth herein.

10 65. Pursuant to California Labor Code section 204(b)(1), all wages earned for
11 labor in excess of the normal work period shall be paid no later than the payday for the
12 next regular payroll period.

13 66. During the relevant time period, Defendants intentionally and willfully
14 failed to pay Plaintiff and the other class members the overtime and/or regular wages
15 due to them, within any time period permissible under California Labor Code section
16 204.

17 **FIFTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 201 and 202)**

19 **(Against SUR LA TABLE, INC. and DOES 1 through 100)**

20 67. Plaintiff incorporates by reference the allegations contained in paragraphs
21 1 through 66, and each and every part thereof with the same force and effect as though
22 fully set forth herein.

23 68. Pursuant to California Labor Code sections 201 and 202, if an employer
24 discharges an employee, the wages earned and unpaid at the time of discharge are due
25 and payable immediately, and if an employee quits his or her employment, his or her
26 wages shall become due and payable not later than seventy-two (72) hours thereafter,
27 unless the employee has given seventy-two (72) hours notice of his or her intention to
28 quit, in which case the employee is entitled to his or her wages at the time of quitting.

1 inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and his or her social security number, (8) the name and address of the legal
3 entity that is the employer, and (9) all applicable hourly rates in effect during the pay
4 period and the corresponding number of hours worked at each hourly rate by the
5 employee. The deductions made from payments of wages shall be recorded in ink or
6 other indelible form, properly dated, showing the month, day, and year, and a copy of
7 the statement or a record of the deductions shall be kept on file by the employer for at
8 least three years at the place of employment or at a central location within the State of
9 California.

10 75. Defendants intentionally and willfully failed to provide Plaintiff and the
11 other class members with complete and accurate wage statements. The deficiencies
12 included one or more of the following: the failure to include the total number of hours
13 worked by Plaintiff and the other class members, the failure to include the hourly rate,
14 the failure to provide their social security numbers.

15 76. As a result of Defendants' violation of California Labor Code section
16 226(a), Plaintiff and the other class members have suffered injury and damage to their
17 statutorily-protected rights.

18 77. More specifically, Plaintiff and the other class members have been injured
19 by Defendants' intentional and willful violation of California Labor Code section
20 226(a) because they were denied both their legal right to receive, and their protected
21 interest in receiving, accurate and itemized wage statements pursuant to California
22 Labor Code section 226(a).

23 78. Plaintiff and the other class members are entitled to recover from
24 Defendants the greater of their actual damages caused by Defendants' failure to comply
25 with California Labor Code section 226(a), or an aggregate penalty not exceeding four
26 thousand dollars per employee.

27 **SEVENTH CAUSE OF ACTION**
28 **(Violation of California Labor Code § 1174(d))**

1 (Against SUR LA TABLE, INC. and DOES 1 through 100)

2 79. Plaintiff incorporates by reference the allegations contained in paragraphs
3 1 through 78 , and each and every part thereof with the same force and effect as though
4 fully set forth herein.

5 80. Pursuant to California Labor Code section 1174(d), an employer shall
6 keep, at a central location in the state or at the plants or establishments at which
7 employees are employed, payroll records showing the hours worked daily by and the
8 wages paid to, and the number of piece-rate units earned by and any applicable piece
9 rate paid to, employees employed at the respective plants or establishments. These
10 records shall be kept in accordance with rules established for this purpose by the
11 commission, but in any case shall be kept on file for not less than two years.

12 81. Defendants have intentionally and willfully failed to keep accurate and
13 complete payroll records showing the hours worked daily and the wages paid, to
14 Plaintiff and the other class members.

15 82. As a result of Defendants' violation of California Labor Code section
16 1174(d), Plaintiff and the other class members have suffered injury and damage to their
17 statutorily-protected rights.

18 83. More specifically, Plaintiff and the other class members have been injured
19 by Defendants' intentional and willful violation of California Labor Code section
20 1174(d) because they were denied both their legal right and protected interest, in having
21 available, accurate and complete payroll records pursuant to California Labor Code
22 section 1174(d).

23 **EIGHTH CAUSE OF ACTION**

24 **(Violation of California Business & Professions Code § 17200 et seq.)**

25 **(Against SUR LA TABLE, INC. and DOES 1 through 100)**

26 84. Plaintiff incorporates by reference the allegations contained in paragraphs
27 1 through 83, and each and every part thereof with the same force and effect as though
28 fully set forth herein.

1 85. Defendants' conduct, as alleged in this complaint, has been, and continues
2 to be, unfair, unlawful and harmful to Plaintiff and the other class members, and
3 Defendants' competitors. Accordingly, Plaintiff and the other class members seek to
4 enforce important rights affecting the public interest within the meaning of Code of
5 Civil Procedure section 1021.5.

6 86. Defendants' activities as alleged herein are violations of California law,
7 and constitute unlawful business acts and practices in violation of California Business
8 & Professions Code section 17200 et seq.

9 87. A violation of California Business & Professions Code section 17200 et
10 seq. may be predicated on the violation of any state or federal law. As described herein,
11 Defendants violated California Labor Code sections 201, 204, 212, 213, 226(a), 226.7,
12 510, 1174(d), 1198, 2800, and 2802.

13 88. As a result the herein described violations of California law, Defendants
14 unlawfully gained an unfair advantage over other businesses.

15 89. Plaintiff and the other class members have suffered pecuniary loss by
16 Defendants' unlawful business acts and practices alleged herein.

17 90. Pursuant to California Business & Professions Code sections 17200 et
18 seq., Plaintiff and the other class members are entitled to restitution of the wages and
19 other monies wrongfully withheld and retained by Defendants pursuant to California
20 Labor Code §§ 510, 1198, 2800, and 2802.

21 91. Pursuant to California Business & Professions Code section 17200 et seq.,
22 injunctive relief is necessary to prevent Defendants from continuing to engage in the
23 unfair business practices as alleged herein. Plaintiff is informed and believes that
24 Defendants have committed and will continue to commit the above-described unlawful
25 acts unless restrained or enjoined by this Court. Unless the relief prayed for below is
26 granted, a multiplicity of actions will result. Plaintiff and the other class members have
27 no plain, speedy, or adequate remedy at law, in that pecuniary compensation alone
28 would not afford adequate and complete relief. The above-described acts will cause

1 great and irreparable damage to Plaintiff and the other class members unless Defendant
2 is restrained from committing further illegal acts.

3 92. Plaintiff and the other class members are entitled to an award of attorneys'
4 fees and costs pursuant to California Code of Civil Procedure section 1021.5 and other
5 applicable laws.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, individually and on behalf of all other members of the
8 public similarly situated, prays for relief and judgment against Defendants, jointly and
9 severally, as follows:

10 Class Certification

- 11 1. That this action be certified as a class action;
12 2. That Plaintiff be appointed as the representative of the class;
13 3. That counsel for Plaintiff be appointed as class counsel;
14 4. That Defendants provide to class counsel, immediately upon its
15 appointment, the names and most current contact information (physical address,
16 telephone numbers, emails) of all class members.

17 As to the First Cause of Action

- 18 5. For general unpaid wages at overtime wage rates and such general and
19 special damages as may be appropriate;
20 6. For pre-judgment interest on any unpaid overtime compensation
21 commencing from the date such amounts were due;
22 7. For the imposition of civil penalties and/or statutory penalties;
23 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 1194; and
25 9. For such other and further relief as the court may deem just and proper.

26 As to the Second Cause of Action

- 27 10. For all actual, consequential, and incidental losses and damages,
28 according to proof;

- 1 11. For wages pursuant to California Labor Code section 226.7(b);
- 2 12. For the imposition of civil penalties and/or statutory penalties;
- 3 13. For reasonable attorneys' fees and costs of suit incurred herein; and
- 4 14. For such other and further relief as the court may deem just and proper.

5 As to the Third Cause of Action

6 15. For all actual, consequential, and incidental losses and damages,
7 according to proof;

- 8 16. For wages pursuant to California Labor Code section 226.7(b);
- 9 17. For reasonable attorneys' fees and costs of suit incurred herein; and
- 10 18. For such other and further relief as the court may deem just and proper.

11 As to the Fourth Cause of Action

12 19. For actual, consequential and incidental losses and damages, according to
13 proof;

14 20. For pre-judgment interest on any untimely paid compensation, from the
15 date such amounts were due;

- 16 21. For reasonable attorneys' fees and costs of suit incurred herein; and
- 17 22. For such other and further relief as the court may deem just and proper.

18 As to the Fifth Cause of Action

19 23. For actual, consequential and incidental losses and damages, according to
20 proof;

21 24. For statutory penalties pursuant to California Labor Code section 203 for
22 Plaintiff and all other class members who have left Defendants' employ;

- 23 25. For reasonable attorneys' fees and costs of suit incurred herein; and
- 24 26. For such other and further relief as the court may deem just and proper.

25 As to the Sixth Cause of Action

26 27. For actual, consequential and incidental losses and damages, according to
27 proof;

28 28. For statutory penalties pursuant to California Labor Code section 226(e);

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually and on behalf of the members of the public similarly
3 situated, hereby demands a trial by a jury.

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5 Dated: October 15, 2009

THE AIWAZIAN LAW FIRM

6
7 By: *Edwin Aiwazian*
Edwin Aiwazian

8 Attorneys for Plaintiff
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