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MATTHEW RIGHETTI, ESQ. {121012}  
JOHN GLUGOSKI, ESQ. {191551}  
RIGHETTI LAW FIRM, P.C.  
456 MONTGOMERY STREET, SUITE 1400  
SAN FRANCISCO, CA 94104  
TELEPHONE: (415) 983-0900  
Facsimile: (415) 397-9005

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Los Angeles Superior Court

NOV 17 2009

John A. Clarke, Executive Officer/Clerk  
By A. Et LaFleur-Clayton, Deputy  
A. ET LAFLEUR-CLAYTON

ATTORNEYS FOR PLAINTIFFS

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

ANGEL RODRIGUES, CARLOS LOPEZ,  
INDIVIDUALLY AND ON BEHALF OF ALL  
OTHERS SIMILARLY SITUATED,  
  
PLAINTIFFS,

v.

IRONWOOD MANAGEMENT, AND DOES  
1 THROUGH 100 INCLUSIVE,  
  
DEFENDANTS.

CLASS ACTION

CASE No.: **BC 42 62 44**

COMPLAINT

1. FAILURE TO PAY MIMIMUM WAGE
2. FAILURE TO PAY OVERTIME COMPENSATION
3. VIOLATION OF B & P § 17200, ET SEQ.
4. FAILURE TO MAKE PAYMENTS WITHIN THE REQUIRED TIME

COMES 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 defendants, IRONWOOD MANAGEMENT, and DOES 1-100, inclusive, (hereinafter defendants) and each of them, alleges as follows:

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THE PARTIES, JURISDICTION AND VENUE

1.

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

2.

Plaintiffs Angel Rodrigues and Carlos Lopez ("Plaintiffs") bring this action against Ironwood Management, (including all California Ironwood Management Developments, collectively "Ironwood Management") for engaging in a uniform policy and systematic scheme of wage abuse against their hourly paid employees in California. This scheme involved, inter alia, failing to pay hourly employees all wages earned for all hours worked. As a result of Defendant's systematic and clandestine scheme of failing to properly pay their hourly employees wages for all hours worked throughout California, Ironwood Management has violated California common and statutory laws as described more particularly below.

3.

Ironwood Management is a property management company in the United States, with

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approximately 41 property locations in California with a team of approximately 50 construction workers. Ironwood Management has its corporate headquarters in Encino, California. Ironwood Management manages/leases apartments throughout 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. Ironwood Management operates approximately 41 apartment complexes in California, and employs at least 50 hourly paid construction workers in the State of California. 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 and occurred at Defendant's properties in Los Angeles County.

5.

The Defendant is within the jurisdiction of this Court. Ironwood Management is not only headquartered in but also operates numerous locations in Los Angeles County. Thus, Defendant has obtained the benefits of the laws of the State of California and the California property markets.

6.

Plaintiffs Angel Rodrigues and Carlos Lopez ("Mr. Rodrigues and Mr. Lopez") were California residents at all pertinent times herein who worked from four years preceding the filing of this complaint to the present, at a California Ironwood Management location. During his employment as an hourly construction employee, Defendant required Mr. Rodrigues and Mr. Lopez to work time off-the-clock for which they were never paid and work overtime for which they were never paid.

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7.

Plaintiffs Angel Rodrigues and Carlos Lopez were California residents at all pertinent times herein who worked from approximately four years from the filing of this law suit to present at Ironwood Management. During their employment as hourly employees, Defendant required Mr. Rodrigues and Mr. Lopez to work time off-the-clock for which they were never paid and to work overtime for which they were never paid.

8.

The true names and capacities, whether is 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.

9.

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**

10.

Plaintiffs bring this action on behalf of themselves and as a class action on behalf of all persons similarly situated pursuant to California Code of Civil Procedure §382, Civil Code §1781, and the procedural provisions of Rule 23 of the Federal Rules of Civil Procedure as they have been adopted for use, referenced, and interpreted by this State's courts. Plaintiffs seek to represent and to certify the following class:

1 All current and former hourly paid construction employees of Ironwood  
2 Management in the State of California from four years preceding the  
3 filing of this Complaint ("the Class").

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

9 11.

10 This action has been brought and may properly be maintained as a class action pursuant  
11 to California Code of Civil Procedure §382, Civil Code §1781, as well as under Federal Rule of  
12 Civil Procedure 23(a)(1)-(4), 23 (b)(1), (2), or (3), and case law there under, to which the  
13 California trial courts have been directed by the California Supreme Court to look for guidance.  
14

15 12.

16 Plaintiffs believe there are at least several hundred presently and formerly employed  
17 hourly-paid Ironwood Management hourly construction employees in the Class. Given  
18 Defendant's massive size and the systematic nature of Defendant's failure to comply with  
19 California employment law and common law, the members of the Class are so numerous that  
20 joinder of all members is impractical.  
21

22 13.

23 Plaintiffs claims are typical of the claims of the members of the Class because they  
24 were hourly construction employees who, like the members of the Class, were impacted by the  
25 conduct complained of herein and sustained damages and other loss arising out of the  
26 Defendant's campaign to fail to properly compensate them for all hours worked, and failure to  
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properly maintain accurate records of the actual hours and/or days worked by Plaintiffs and the members of the Class.

14.

Plaintiffs will fairly and adequately protect the interests of the Class members. Plaintiffs have retained counsel competent and experienced in complex, class action litigation.

15.

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 Defendant has engaged in a pattern and/or practice in California of failing to properly compensate the Plaintiffs and the Class for all hours worked;

b. Whether Defendant has engaged in a pattern and/or practice in California of encouraging Plaintiffs and the Class not to report all time worked;

c. Whether Defendant has engaged in a pattern and/or practice in California of threatening Plaintiffs and the Class with discharge, demotion, or discrimination or otherwise intimidating them if they do not work off-the-clock;

d. Whether Defendant failed to keep true and accurate time records for all hours worked by its employees and/or improperly altered time records;

e. Whether Defendant failed to pay Plaintiffs and the Class for the work Defendant required them to perform;

f. Whether Defendant violated Cal. Lab. Code §§ 1194, et seq., 1197, 1198, §510, §512, §551, §552, §§201-203, §§226, 226.7;

g. Whether Defendant violated California Industrial Welfare Commission Orders;

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h. Whether Plaintiffs and the Class are entitled to restitution under Cal. Bus. & Prof. Code §17200, et seq.

i. The nature and extent of class-wide injury and the measure of damages for the injury, and;

j. Whether the Class is entitled to injunctive relief.

16.

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

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17.

In the alternative, this action is certifiable under the provisions of Rule 23(b)(1)(2) and/or (b)(2) of the Federal Rule of Civil Procedure, which have been found applicable to the State of California, because:

a. The prosecution of separate actions by individual Class members will create a risk of inconsistent or varying adjudications with respect to individual Class members which would establish incompatible standards of conduct for Defendant;

b. The prosecution of separate actions by individual Class members will create a risk of adjudications with respect to the Class which might, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair other Class members' ability to protect their interests; and

c. Defendant has acted or refused to act on grounds generally applicable to the Class thereby making appropriate final injunctive relief with respect to all Class members.

18.

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.

19.

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

**SUMMARY OF ALLEGATIONS**

20.

Defendant offered the Plaintiffs and each Class member employment as hourly paid construction employees which each of the Plaintiffs and Class members accepted, thereby



1 entering into an employment relationship governed by the California Labor Code and its  
2 implementing regulations and orders.

3  
4 21.

5 At the time Plaintiffs and members of the Class accepted employment with Defendant,  
6 they were expressly told the rate they would earn for each hour worked.

7 22.

8 One of Ironwood Management's largest expenses is the payroll of its hourly employees.  
9 One of the basis' for Ironwood Management's profitability is its creation and implementation of  
10 a uniform policy and system that requires hourly employees to work hours for which Ironwood  
11 Management will not compensate them throughout its California properties.

12 23.

13  
14 Beginning at a date unknown to Plaintiffs, but at least as early as four years preceding  
15 the filing of this Complaint, Defendant committed, and continue to commit, acts of wage abuse  
16 against their hourly-paid construction employees by failing to properly compensate Ironwood  
17 Management's hourly construction employees throughout its stores in California for all hours  
18 worked.

19 24.

20  
21 Defendant's clandestine program of failing to pay its hourly construction employees for  
22 all hours worked is, in part, carried out through its culture. Defendant gives employees work  
23 assignments that Defendant knows or should know its employees cannot complete within their  
24 scheduled hours. Defendant also pressures employees to complete their work assignments  
25 through intimidation, threats of discharge, and demotion, while at the same time precluding  
26 such employees from clocking in hours worked and necessary to accomplish their assignments  
27 outside their regular work schedule. Consequently, employees must work after clocking out at  
28

1 the end of their shifts, before clocking in at the beginning of their shifts, and through meal and  
2 rest breaks. When hours are recorded on time sheets, then Defendant routinely and  
3 systematically alters the time records to delete time worked.  
4

5 25.

6 Defendant Ironwood Management has adopted and is using unfair business practices to  
7 hold down pay to hourly employees, including the Plaintiffs and the Class. Among these unfair  
8 business practices are failure to pay hourly construction employees for all hours worked as  
9 required under California law.

10 26.

11 Defendant Ironwood Management's corporate polices also encourage its employees to  
12 not record all their time actually worked, and/or refuses to pay for all hours logged. Indeed,  
13 Defendant's corporate practice is to pay little or no overtime. Defendant Ironwood  
14 Management meets this cost-saving goal by systematically having employees work hours for  
15 which they will not pay including but not limited to work performed while on-call.  
16

17  
18 **FIRST CAUSE OF ACTION**  
19 **Failure to Pay Minimum Wage**  
20 **Violation of Cal. Lab. Codes §§1194, 1194.2, 1197**

21 27.

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

24 28.

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

26 29.

1 Cal. Lab. Code §1197 provides, "the minimum wage for employees fixed by the  
2 commission is the minimum wage to be paid to employees, and the payment of a less wage  
3 than the minimum so fixed is unlawful."  
4

5 30.

6 Cal. Lab. Code §1194 provides in relevant part that any employee receiving less than  
7 the legal minimum wage applicable to the employee is entitled to recover in a civil action the  
8 unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable  
9 attorneys' fees, and costs of suit.

10 31.

11 Cal. Lab. Code § 1194.2 provides in relevant part that: "In any action under ... Section  
12 1194 to recover wages because of a payment of a wage less than the minimum wage fixed by  
13 an order of the commission, an employee shall be entitled to recover liquidated damages in an  
14 amount equal to the wages unlawfully unpaid and interest thereon. "  
15

16 32.

17 As alleged herein, Defendant required Plaintiffs and the Class members to work without  
18 compensating them for all hours worked in violation of California law. By these actions,  
19 Defendant violated Cal. Lab.Code § 1197 and is liable to Plaintiffs and the Class.  
20

21 33.

22 As a result of the unlawful acts of Defendant, Plaintiffs and the Class members have  
23 been deprived of compensation in amounts to be determined at trial, and are entitled to  
24 recovery of such amounts, including interest thereon, attorneys' fees, costs, and any other  
25 damages as set forth under California law, including statutory penalties under Cal. Labor Code  
26 §2699.  
27

28 **SECOND CAUSE OF ACTION**

**Failure to Pay Overtime Wages**  
**Violations of Cal. Lab. Code §§ 510, 1194 et seq., 1198**

34.

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

35.

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

36.

Cal. Lab. Code §510, "Day's work" provides in relevant part:

Eight hours of labor constitutes a day's work

\* \* \* \*

Any work in excess of eight hours in one workday and any work in excess of 40 hours in anyone workweek and the first eight hours worked on the seventh day of work in anyone workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

37.

Cal. Lab. Code § 1194 provides in relevant part that: "any employee receiving less than the minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

38.

1 Cal. Lab. Code § 1198 provides in relevant part, "the employment of any employee for  
2 longer hours than those fixed by the order or under conditions of labor prohibited by the order  
3 is unlawful."  
4

5 39.

6 Industrial Welfare Commission Order No. 7-2001(3)(A)(I) provides in relevant  
7 part:

8 [E]mployees shall not be employed more than eight (8) hours in any  
9 workday or more than 40 hours in any workweek unless the  
10 employee receives one and one-half (1 1/2) times such employee's  
11 regular rate of pay for all hours worked over 40 hours in the  
12 workweek. Eight (8) hours of labor constitutes a day's work.  
Employment beyond eight (8) hours in any workday or more than  
six (6) days in any workweek is permissible provided the employee  
is compensated for such overtime at not less than:

13 (a) One and one-half (1 1/2) times the employees'  
14 regular rate of pay for all hours worked in excess of eight (8) hours  
15 up to and including 12 hours in any workday, and for the first eight  
16 (8) hours worked on the seventh (7th) consecutive day of work in a  
workweek; and

17 (b) Double the employee's regular rate of pay for all  
18 hours worked in excess of 12 hours in any workday and for all  
19 hours worked in excess of eight (8) hours on the seventh (7th)  
20 consecutive day of work in a workweek.

21 40.

22 As alleged herein, Defendant required Plaintiffs and Class members to work overtime  
23 and work during meal and/or rest breaks without receiving overtime compensation for any  
24 hours worked over eight per day or forty per week.

25 41.

26 By their actions alleged above, Defendant violated the provisions of §§ 510, 1194 and  
27 1198 of the California Labor Code and is liable to Plaintiffs and the Class.  
28

42.

1 As a result of the unlawful acts of Defendant, Plaintiffs and the Class have been  
2 deprived of overtime compensation in amounts to be determined at trial, injunctive relief and  
3 are entitled to recovery of such amounts, including interest thereon, attorneys' fees, costs, and  
4 penalties.  
5

6 **THIRD CAUSE OF ACTION**  
7 **Unfair Competition**  
8 **Violations of Cal. Bus. & Prof. Code §17200 et seq.**  
9 **43.**

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

12 **44.**

13 The Class period for this cause of action is four years from the filing of the complaint.

14 **45.**

15 Section 17200 of the California Business & Professions Code prohibits any unlawful,  
16 unfair, or fraudulent business acts or practice.

17 **46.**

18 As used in this Complaint and in §17200, "unfair competition" means an unlawful,  
19 unfair or fraudulent business act or practice. This conduct is actionable pursuant to Business  
20 and Professions Code §§ 17200, 17203.

21 **47.**

22 Through the actions alleged herein, Defendant has engaged in unfair competition within  
23 the meaning of Cal. Bus. & Prof. Code § 17200, because Defendant's conduct has violated  
24 state wage and hour laws and the California common law as herein described. Indeed,  
25 Defendant's conduct as herein alleged has damaged Plaintiffs and the Class by wrongfully  
26 denying them earned wages and therefore was substantially injurious to Plaintiffs and the Class.  
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48.

Beginning at a date unknown to Plaintiffs, but at least as early as four years preceding the filing of this lawsuit, Defendant committed, and continues to commit, acts of unfair competition, as defined by § 17200 et seq. of the California Business and Professions Code, by, among other things, engaging in the acts and practices described above.

49.

Defendant engaged in unfair competition in violation of Cal. Bus. & Prof. Code § 17200, et seq. by violating, inter alia, each of the following, each of which constitutes an independent and separate violation of Cal. Bus. & Prof. Code § 17200 et seq.:

- a. Failure to pay wages for all hours worked;
- b. Failure to provide meal and rest breaks as required under California law;
- c. Cal. Lab. Code §§201,202, 204 et seq.;
- d. Cal. Lab. Code §§226, 226.7;
- e. Cal. Lab. Code §510;
- f. Cal. Lab. Code Section 512;
- g. Cal. Lab. Code §551, which provides that "[e]very person employed in any occupation of labor is entitled to one day's rest there from in seven."
- h. Cal. Lab. Code §552, which provides that "No employer of labor shall cause his employees to work more than six days in seven."
- i. Cal. Lab. Code § 1182. 11, which provides the minimum wage for all industries;
- j. Cal. Lab. Code § 1194 et seq.;
- k. Cal. Lab. Code § 1197, 1198;
- l. California Industrial Welfare Commission Order

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50.

Defendants' course of conduct, acts, and practices in violation of the California laws mentioned in each paragraph above constitute a separate and independent violation of §17200, et seq., of the California Business and Professions Code.

51.

The harm to Plaintiffs and the Class in being wrongfully denied lawfully earned wages outweighs the utility, if any, of Defendant's policy/practices and, therefore, Defendant's actions described herein constitute an unfair business practice or act within the meaning of California Business and Professions Code §17200.

52.

Defendant's conduct described herein constitutes an incipient violation of state wage and hour laws and the California and/or violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

53.

Defendant's course of conduct also violates Cal. Bus. & Prof. Code § 17200 in that it is fraudulent and improper.

54.

The unlawful, unfair, and fraudulent business practices and acts of Defendants, and each of them, as described above, have injured Plaintiffs and members of the Class in that they were wrongfully denied the payment of all wages owed as required under California law.

55.

Pursuant to Business and Professions Code § 17203, the Court may impose injunctive relief against any conduct found to constitute unfair competition pursuant to Business and Professions Code § 17200. The court may also make such orders or judgments, including the



1 appointment of a receiver, as may be necessary to prevent the use or employment by any  
2 person of any practice which constitutes unfair competition, or as may be necessary to restore  
3 to any person in interest any money or property, real or personal, which may have been  
4 acquired by means of such unfair competition.  
5

6 **FOURTH CAUSE OF ACTION**  
7 **Failure to Make Payment Within the Required Time**  
8 **Violations of Cal. Lab. Code §§201-203, 226**  
9 **56.**

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

12 **57.**

13 The Class Period for this cause of action is four year from the filing of the complaint.

14 **58.**

15 Cal. Lab. Code §201 provides in relevant part, "[i]f an employer discharges an  
16 employee, the wages earned and unpaid at the time of discharge are due and payable  
17 immediately."

18 **59.**

19 Cal. Lab. Code §202 provides in relevant part, " [i]f an employee not having a written  
20 contract for a definite period quits his or his employment, his or his wages shall become due  
21 and payable not later that 72 hours thereafter, unless the employee has given 72 hours previous  
22 notice of his or his intention to quit, in which case the employee is entitled to his or his wages  
23 at the time of quitting."  
24

25 **60.**  
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1 As alleged herein, Defendant failed to pay earned wages to Plaintiffs and the Class who  
2 are former construction employees of Ironwood Management at the time they became due and  
3 payable. Thus, Defendant violated Cal. Lab. Code §§201 and 202.

4  
5 61.

6 As a result of Defendant's unlawful acts, Plaintiffs and the Class who are former  
7 construction employees of Ironwood Management are entitled to recover, pursuant to Cal. Lab.  
8 Code §203, continuing wages as a penalty from the due date thereof at the same rate until paid  
9 or until this action was commenced; but for no more than 30 days.

10 62.

11 In addition, Cal. Lab. Code §226(a) provides in relevant part that "Every employer shall  
12 furnish each of his or his employees ... an itemized statement in writing showing ... total hours  
13 worked by the employee ... and all applicable hourly rates in effect during the pay period and  
14 the corresponding number of hours worked at each hourly rate by the employee." Cal. Lab.  
15 Code §226(b) then provides in relevant part: "Any employee suffering injury as a result of a  
16 knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled  
17 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
18 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a  
19 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000)  
20 and shall be entitled to an award of costs and reasonable attorney's fees." Plaintiffs and the  
21 Class are entitled to recover accordingly.  
22  
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24  
25 **PRAYER FOR RELIEF**

26 WHISEFORE, Plaintiffs, on behalf of themselves and the members of the Class, pray  
27 for judgment against the Defendant as follows:  
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1. Determining that this action may proceed and be maintained as a class action;
2. On the First Cause of Action:
  - a. A declaratory judgment that Defendant has violated Cal. Lab. Code §§1194, 1194.2 and 1197;
  - b. An award to Plaintiffs and the Class of damages for the balance of unpaid overtime compensation, including interest thereon, and penalties subject to proof;
  - c. An award to Plaintiffs and the Class of reasonable attorneys' fees and costs pursuant to Cal. Lab. Code § 1194 and/or other applicable state laws;
  - d. An award to Plaintiffs and the Class of liquidated damages, pursuant to Cal. Lab. Code § 1194.2;
  - e. Awarding the Named Plaintiffs and the Class pre-judgment interest at the highest legal rate, on all unpaid wages from the date such wages were earned and due;
3. For the Second Cause of Action:
  - a. A declaratory judgment that Defendant has violated the Cal. Lab. Code;
  - b. An award to Plaintiffs and the Class of damages for the amount of unpaid overtime compensation, including interest thereon, and penalties subject to proof;
  - c. An award to Plaintiffs and the Class of reasonable attorneys' fees and costs pursuant to Cal. Lab. Code § 1194 and/or other applicable state laws;
4. For the Third Cause of Action:
  - a. Ordering Defendant, its agents, servants, and employees, and all persons acting, directly or indirectly, in concert with it, to restore and disgorge all funds to each member of the Class acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and therefore constitute unfair competition under § 17200 et seq. of the California Business and Professions Code;
  - b. For injunctive relief pursuant to California Business & Professions Code § 17203, consisting of, inter alia: (1) a declaration that Defendant has engaged in unlawful and unfair business acts and practices in violation of California Business & Professions Code § 17200 et seq.; (2) a

1 preliminary and/or permanent injunction enjoining Defendant and its  
2 respective successors, agents, servants, officers, directors, employees and  
3 all persons acting in concert with them from pursuing the policies, acts  
4 and practices complained of herein and prohibiting Defendant from  
5 continuing such acts of unfair and illegal business acts and practices;

6 5. For the Fourth Cause of Action:

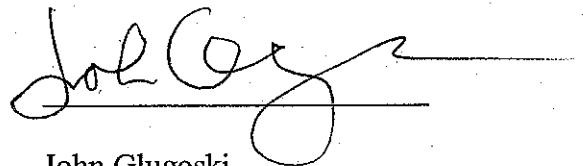
- 7 a. A declaratory judgment that Defendant has violated Cal. Lab. Code  
8 §§201, 202 and 226;
- 9 b. An award to Plaintiffs and the Class who are former Ironwood  
10 Management employees of continuing wages as a penalty from the due  
11 date thereof at the same rate until paid or until this action was  
12 commenced; but for no more than 30 days;
- 13 c. An award to Plaintiffs and the Class of interest, which shall accrue from  
14 the date that the wages were due and payable, pursuant to Cal. Lab. Code  
15 §218.6.
- 16 d. An award to Plaintiffs and the Class of reasonable attorneys' fees and  
17 costs pursuant to Cal. Lab. Code §1194 and/or other applicable state  
18 laws;
- 19 e. An award to Plaintiffs and the Class of actual damages as well as an  
20 award of costs and reasonable attorneys' fees, pursuant to Cal. Lab. Code  
21 §226;

22 6. Awarding Plaintiffs and the Class their attorneys' fees and costs of suit to the  
23 extent permitted by law;

24 7. All other relief as this Court may deem proper.

25 Dated: November 16, 2009

26 Respectfully submitted,  
27 RIGHETTI LAW FIRM P.C.

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John Glugoski  
Attorneys for Plaintiffs