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

12 **ROLAND LOPEZ; individually and on behalf**
of members of the general public similarly
13 situated,

14 **Plaintiff,**

15 **vs.**

16 **EUROMARKET DESIGNS, INC., an Illinois**
corporation d/b/a CRATE & BARREL; and
17 Does 1 through 100, inclusive,

18 **Defendants.**

Case No.

BC436515

CLASS ACTION COMPLAINT

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Break Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code § 1174(d) (Failure To Keep Proper Payroll Records)
- (8) Violation of California Business & Professions Code § 17200

DEMAND FOR JURY TRIAL

THE AIWAZIAN LAW FIRM
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Glendale, California 91203

1 COMES NOW, Plaintiff Roland Lopez ("Plaintiff"), individually and on behalf of other
2 members of the public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to California Code of Civil Procedure
5 section 382. The monetary damages and restitution sought by Plaintiff exceed the minimal
6 jurisdiction limits of the Superior Court and will be established according to proof at trial.

7 2. This Court has jurisdiction over this action pursuant to the California
8 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all
9 causes except those given by statute to other courts." The statutes under which this action is
10 brought do not specify any other basis for jurisdiction.

11 3. This Court has jurisdiction over Defendant because, upon information and
12 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or
13 otherwise intentionally avails itself of the California market so as to render the exercise of
14 jurisdiction over it by the California Courts consistent with traditional notions of fair play and
15 substantial justice.

16 4. Venue is proper in this Court because, upon information and belief, the
17 Defendant maintains offices, has agents, and transacts business in the County of Los Angeles.
18 Plaintiff resides in the State of California and the acts and omissions alleged herein took place
19 in the State of California, including the County of Los Angeles.

20 **PARTIES**

21 5. Plaintiff Roland Lopez is an individual residing in the State of California.

22 6. Defendant EUROMARKET DESIGNS, INC., is an Illinois corporation, which
23 does business as Crate & Barrel, which transacts significant business throughout the State of
24 California, including the County of Los Angeles.

25 7. At all relevant times, EUROMARKET DESIGNS, INC. was the "employer" of
26 Plaintiff within the meaning of all applicable state laws and statutes.

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1 14. Defendants employed Plaintiff Roland Lopez as a salaried "store manager" at a
2 Crate & Barrel store located within the County of Los Angeles, State of California from
3 approximately September 2006 until approximately March 2009.

4 15. Defendants issued wage checks to its employees, including Plaintiff, who works
5 or worked in the State of California.

6 16. Defendants had the authority to hire and terminate Plaintiff; to set work rules
7 and conditions governing Plaintiff's employment; and to supervise her daily employment
8 activities.

9 17. Defendants directly hired and paid wages and benefits to Plaintiff and the other
10 class members.

11 18. Plaintiff is informed and believes, and based thereon alleges, that at all times
12 herein relevant, Defendants were advised by skilled lawyers and other professionals,
13 employees, advisors, and consultants highly knowledgeable about California wage law,
14 employment and personnel practices.

15 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 herein relevant, without any justification, Defendants ignored the employment and personnel
17 policy changes proposed by skilled lawyers and other professionals, employees, advisors, and
18 consultants highly knowledgeable about California wage laws, employment and personnel
19 practice.

20 20. Plaintiff regularly and consistently worked over eight (8) hours in a day, or forty
21 (40) hours in a week during her employment with Defendants.

22 21. Plaintiff primarily performed non-exempt, non-managerial, and hourly duties
23 during her employment with Defendants.

24 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 certain wages for overtime compensation and that they were not receiving wages for overtime
27 compensation.

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1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 engaged in a uniform policy and systematic scheme of wage abuse against their salaried
3 managers. This scheme involved, *inter alia*, misclassifying these positions as "exempt"
4 managerial employees for purposes of the payment of overtime compensation when, in fact,
5 they were "non-exempt" non-managerial employees according to California law.

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

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

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

18 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 all wages owed to them during their employment.

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

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 complete and accurate wage statements in accordance with California law.

27 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Defendants had to keep accurate and complete payroll records

1 showing, *inter alia*, the hours worked and the wages paid to Plaintiff and the other class
2 members.

3 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that it had a duty to compensate Plaintiff and the other class
5 members pursuant to California law, and that Defendants had the financial ability to pay such
6 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
7 represented to Plaintiff and the other class members that they were properly denied wages, all
8 in order to increase Defendants' profits.

9 32. At all material times set forth herein, Defendants regularly and consistently
10 failed to pay overtime wages to Plaintiff and the other class members.

11 33. At all material times set forth herein, Defendants regularly and consistently
12 failed to provide uninterrupted meal and rest periods to Plaintiff and the other class members.

13 34. At all material times set forth herein, Defendants regularly and consistently
14 failed to pay Plaintiff and the other class members all wages owed to them during their
15 employment.

16 35. At all material times set forth herein, Defendants regularly and consistently
17 failed to pay Plaintiff and the other class members all wages owed to them upon discharge or
18 resignation.

19 36. At all material times set forth herein, Defendants regularly and consistently
20 failed to provide complete and accurate wage statements to Plaintiff and the other class
21 members.

22 37. At all material times set forth herein, Defendants regularly and consistently
23 failed to keep accurate and complete payroll records showing, *inter alia*, the hours worked and
24 the wages paid to Plaintiff and the other class members.

25 38. At all material times set forth herein, Defendants intentionally and willfully
26 failed to properly compensate Plaintiff and the other class member pursuant to California law
27 in order to increase Defendants' profits.

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1 39. California Labor Code section 218 states that noting in Article 1 of the Labor
2 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
3 due to him [or her] under this article."

4 **CLASS ACTION ALLEGATIONS**

5 40. Plaintiff brings this action on his own behalf and on behalf of all other members
6 of the general public similarly situated, and thus, seeks class certification under Code of Civil
7 Procedure section 382.

8 41. The proposed class consists of two classes, which are defined as follows:

9 **Subclass One:**

10 All current and former salaried "assistant managers," or persons who held
11 similar titles and/or performed similar job duties, employed at EUROMARKET
12 DESIGNS, INC. d/b/a Crate & Barrel within the State of California at any time
13 during the period from four years prior to the filing of this Complaint to final
14 judgment.

15 **Subclass Two:**

16 All current and former salaried "store managers," or persons who held similar
17 titles and/or performed similar job duties, employed at EUROMARKET
18 DESIGNS, INC. d/b/a Crate & Barrel within the State of California at any time
19 during the period from four years prior to the filing of this Complaint to final
20 judgment.

21 42. Plaintiff reserves the right to establish subclasses as appropriate.

22 43. The class is ascertainable and there is a well-defined community of interest in
23 the litigation:

- 24 a. The class members are so numerous that joinder of all class members is
25 impracticable. The membership of the entire class is unknown to
26 Plaintiff at this time; however, the class is estimated to be approximately
27 (50) individuals and the identity of such membership is readily
28 ascertainable by inspection of EUROMARKET DESIGN INC.'S

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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 they have a well defined community of interest.
- c. Plaintiff will fairly and adequately protect the interests of each class member, with whom they have 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.

44. 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, exist 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' California-based "store managers" were classified as "exempt" in violation of California law;
- c. 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;
- d. Whether Plaintiff and the other class members were misclassified as exempt;
- e. Whether Defendants deprived Plaintiff and the other class members of meal periods or required Plaintiff and the other class members to work during meal periods without compensation;
- f. Whether Defendants deprived Plaintiff and the other class members of rest periods or required Plaintiff and the other class members to work during rest periods without compensation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, but not limited to, Section 226;
- j. Whether Defendants' conduct was willful or reckless;
- k. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200 et seq.;
- l. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

1 m. Whether Plaintiff and the other 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 EUROMARKET DESIGNS, INC. and DOES 1 through 100)**

6 45. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 44, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

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

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

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

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

24 50. Pursuant to California Labor Code section 510, any work in excess of eight (8)
25 hours in one workday and any work in excess of forty (40) hours in any one workweek and the
26 first eight (8) hours worked on the seventh day of work in any one workweek shall be
27 compensated at the rate of no less than one and one-half times the regular rate of pay for an
28 employee. Any work in excess of twelve (12) hours in one day shall be compensated at the

1 rate of no less than twice the regular rate of pay for an employee. In addition, any work in
2 excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of
3 no less than twice the regular rate of pay of an employee.

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

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

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

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

16 55. During the relevant time period, Defendants intentionally and willfully failed to
17 pay overtime wages owed to Plaintiff and the other class members.

18 56. Defendants' failure to pay Plaintiff and the other class members overtime
19 compensation, as required by California laws, violates the provisions of California Labor Code
20 sections 510 and 1198, and is therefore unlawful.

21 57. Pursuant to California Labor Code section 1194(a), notwithstanding any
22 agreement to work for a lesser wage, any employee receiving less than the legal minimum
23 wage or the legal overtime compensation applicable to the employee is entitled to recover in a
24 civil action the unpaid balance of the full amount of this minimum wage or overtime
25 compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

26 58. Pursuant to California Labor Code section 1194, Plaintiff and the other class
27 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
28 attorneys' fees.

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3 **SECOND CAUSE OF ACTION**

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

5 **(Against EUROMARKET DESIGNS, INC. and DOES 1 through 100)**

6 59. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 58, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

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

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

15 62. Pursuant to California Labor Code section 512(a), an employer may not employ
16 an employee for a work period of more than five (5) hours per day without providing the
17 employee with a meal period of not less than thirty (30) minutes, except that if the total work
18 period per day of the employee is no more than six (6) hours, the meal period may be waived
19 by mutual consent of both the employer and employee.

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

25 64. As alleged herein, Defendants routinely interrupted and/or failed to permit,
26 authorize and/or provide Plaintiff's and other class members' meal breaks. By these actions,
27 Defendants violated California Labor Code sections 226.7(a) and 512(a), and is liable to
28 Plaintiff and the Class.

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

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

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

14 68. During the relevant time period, Defendants intentionally and willfully required
15 Plaintiff and the other class members to work during meal periods and failed to pay Plaintiff
16 and the other class members the full meal period premium for work performed during meal
17 periods.

18 69. Defendants' conduct violates applicable Industrial Welfare Commission Wage
19 Orders, and California Labor Code sections 226.7 and 512(a).

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

23 **THIRD CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 226.7**

25 **(Against EUROMARKET DESIGNS, INC. and DOES 1 through 100)**

26 71. Plaintiff incorporates by reference the allegations contained in paragraphs 1
27 through 70, and each and every part thereof with the same force and effect as though fully set
28 forth herein.

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

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

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

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

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

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

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

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

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1 **FOURTH CAUSE OF ACTION**

2 **Violation of California Labor Code § 204**

3 **(Against EUROMARKET DESIGNS, INC. and DOES 1 through 100)**

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

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

10 82. During the relevant time period, Defendants intentionally and willfully failed to
11 pay Plaintiff and the other class members the overtime and/or regular wages due to them,
12 within any time period permissible under California Labor Code section 204.

13 **FIFTH CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 201 and 202**

15 **(Against EUROMARKET DESIGNS, INC. and DOES 1 through 100)**

16 83. Plaintiff incorporates by reference the allegations contained in paragraphs 1
17 through 82, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

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

25 85. During the relevant time period, Defendants intentionally and willfully failed to
26 pay Plaintiff and the other class members their wages, earned and unpaid, within seventy-two
27 (72) hours of Plaintiff and the other class members leaving Defendants' employ.

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1 86. Defendants' failure to pay Plaintiff and the other class members their wages,
2 earned and unpaid, within seventy-two (72) hours of her leaving Defendants' employ, is in
3 violation of California Labor Code sections 201 and 202.

4 87. Pursuant to California Labor Code section 203, if an employer willfully fails to
5 pay, without abatement or reduction, in accordance with sections 201 and 202, any wages of an
6 employee who is discharged or who quits, the wages of the employee shall continue as a
7 penalty from the due date thereof at the same rate until paid or until an action is commenced;
8 but the wages shall not continue for more than thirty (30) days.

9 88. Plaintiff and the other class members are entitled to recover the statutory penalty
10 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days
11 maximum pursuant to California Labor Code section 203

12 **SIXTH CAUSE OF ACTION**

13 **Violation of California Labor Code § 226(a)**

14 **(Against EUROMARKET DESIGNS, INC. and DOES 1 through 100)**

15 89. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 88, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 90. Pursuant to California Labor Code section 226(a), every employer shall furnish
19 each of his or her employees an accurate itemized statement in writing showing (1) gross
20 wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
21 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
22 deductions, provided that all deductions made on written orders of the employee may be
23 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
24 for which the employee is paid, (7) the name of the employee and his or her social security
25 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
26 hourly rates in effect during the pay period and the corresponding number of hours worked at
27 each hourly rate by the employee. The deductions made from payments of wages shall be
28 recorded in ink or other indelible form, properly dated, showing the month, day, and year, and

1 a copy of the statement or a record of the deductions shall be kept on file by the employer for
2 at least three years at the place of employment or at a central location within the State of
3 California.

4 91. Defendants intentionally and willfully failed to provide Plaintiff and the other
5 class members with complete and accurate wage statements. The deficiencies included one or
6 more of the following: the failure to include the total number of hours worked by Plaintiff and
7 the other class members, and the failure to include the hourly rate.

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

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

15 94. Plaintiff and the other class members are entitled to recover from Defendants the
16 greater of their actual damages caused by Defendants' failure to comply with California Labor
17 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
18 employee.

19 **SEVENTH CAUSE OF ACTION**

20 **Violation of California Labor Code § 1174(d)**

21 **(Against EUROMARKET DESIGNS, INC. and DOES 1 through 100)**

22 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 94, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 96. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
26 central location in the state or at the plants or establishments at which employees are
27 employed, payroll records showing the hours worked daily by and the wages paid to, and the
28 number of piece-rate units earned by and any applicable piece rate paid to, employees

1 employed at the respective plants or establishments. These records shall be kept in accordance
2 with rules established for this purpose by the commission, but in any case shall be kept on file
3 for not less than two years.

4 97. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid to Plaintiff and the other
6 class members.

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

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

14 EIGHTH CAUSE OF ACTION

15 **Violation of California Business & Professions Code §§ 17200 et seq.**

16 **(Against EUROMARKET DESIGNS, INC. and DOES 1 through 100)**

17 100. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 99, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 101. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
21 unfair, unlawful and harmful to Plaintiff and the other class members, and Defendants'
22 competitors. Accordingly, Plaintiff and the other class members seek to enforce important
23 rights affecting the public interest within the meaning of Code of Civil Procedure section
24 1021.5.

25 102. Defendants' activities as alleged herein are violations of California law, and
26 constitute unlawful business acts and practices in violation of California Business &
27 Professions Code sections 17200 et seq.

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1 103. A violation of California Business & Professions Code sections 17200 et seq.
2 may be predicated on the violation of any state or federal law. As described herein,
3 Defendants violated California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a)
4 1174(d), and 1198.

5 104. As a result of the herein described violations of California law, Defendants
6 unlawfully gained an unfair advantage over other businesses.

7 105. Plaintiff and the other class members have suffered pecuniary loss by
8 Defendants' unlawful business acts and practices alleged herein.

9 106. Pursuant to California Business & Professions Code sections 17200 et seq.,
10 Plaintiff and the other class members are entitled to restitution of the wages and other monies
11 wrongfully withheld and retained by Defendants pursuant to California Labor Code sections
12 201, 202, 204, 226.7, 510, 512(a), and 1198.

13 107. Pursuant to California Business & Professions Code sections 17200 et seq.,
14 injunctive relief is necessary to prevent Defendants from continuing to engage in the unfair
15 business practices as alleged herein. Plaintiff is informed and believes that Defendants have
16 committed and will continue to commit the above-described unlawful acts unless restrained or
17 enjoined by this Court. Unless the relief prayed for below is granted, a multiplicity of actions
18 will result. Plaintiff and the other class members have no plain, speedy, or adequate remedy at
19 law, in that pecuniary compensation alone would not afford adequate and complete relief. The
20 above-described acts will cause great and irreparable damage to Plaintiff and the other class
21 members unless Defendants are restrained from committing further illegal acts.

22 108. Plaintiff and the other class members are entitled to an award of attorneys' fees
23 and costs pursuant to California Code of Civil Procedure section 1021.5 and other applicable
24 laws.

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1 13. For such other and further relief as the court may deem just and proper.

2 As to the Third Cause of Action

3 14. That the Court make an award to the Plaintiff and the other class members of
4 one (1) hour of pay at each employee's regular rate of compensation for each workday that a
5 rest period was not provided;

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

8 16. For premiums pursuant to California Labor Code section 226.7(b);

9 17. For pre-judgment interest on any unpaid wages from the date such amounts
10 were due; and

11 18. For such other and further relief as the court may deem just and proper.

12 As to the Fourth Cause of Action

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

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

16 21. For such other and further relief as the court may deem just and proper.

17 As to the Fifth Cause of Action

18 22. For actual, consequential and incidental losses and damages, according to proof;

19 23. For statutory penalties pursuant to California Labor Code section 203 for
20 Plaintiff and all other class members who have left Defendant's employ;

21 24. For pre-judgment interest on any unpaid wages from the date such amounts
22 were due; and

23 25. For such other and further relief as the court may deem just and proper.

24 As to the Sixth Cause of Action

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

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

27 28. For injunctive relief to ensure compliance with this section, pursuant to
28 California Labor Code section 226(g); and

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29. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

- 30. For actual, consequential and incidental losses and damages, according to proof;
- 31. For statutory penalties pursuant to California Labor Code section 1174.5; and
- 32. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

33. For restitution of unpaid wages and other monies wrongfully withheld and retained by Defendants to Plaintiff and the other class members and prejudgment interest from the day such amount were due and payable;

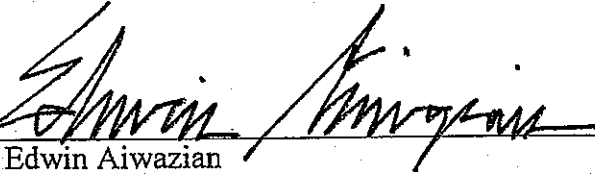
34. For reasonable attorneys' fees and costs of suit incurred herein that Plaintiff and the other class members are entitled to recover under California Code of Civil Procedure section 1021.5.

35. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code section 17200 et seq.; and

36. For such other and further relief as the court may deem just and proper.

Dated: April 23, 2010

THE AIWAZIAN LAW FIRM

By: 
Edwin Aiwazian

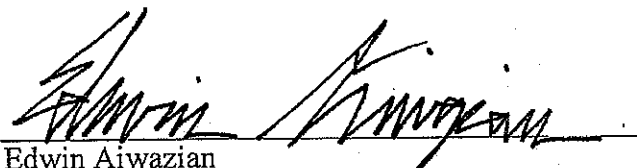
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

1
2 Plaintiff, individually and on behalf of all other members of the public similarly
3 situated, hereby demands a trial by a jury.

4 Dated: April 23, 2010

THE AIWAZIAN LAW FIRM

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7 By: 
8 Edwin Aiwazian
9 Attorneys for Plaintiff

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