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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN FRANCISCO**

12 AARON MARTINEZ; individually and on  
13 behalf of other members of the general  
public similarly situated;

14 Plaintiff,

15 vs.

16 TAKE-TWO INTERACTIVE  
17 SOFTWARE, INC., a Delaware  
corporation; and DOES 1 through 100,  
18 inclusive,

19 Defendants.

Case No.: CGC-10-497594

**SECOND AMENDED 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 Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); and
- (8) Violation of California Business & Professions Code §§ 17200, et seq.

**DEMAND FOR JURY TRIAL**

1 Plaintiff Aaron Martinez, individually and on behalf of all other members of the  
2 public similarly situated, alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff AARON MATINEZ is a former employee of Defendant TAKE-  
5 TWO INTERACTIVE SOFTWARE, INC. in the State of California.

6 2. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC. was and is,  
7 upon information and belief, a Delaware corporation, and at all times hereinafter  
8 mentioned, an employer whose employees are engaged throughout the County of San  
9 Francisco and the State of California.

10 **STATEMENT OF FACTS**

11 3. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC., upon  
12 information and belief, at all times hereinafter mentioned, was and is a leading  
13 worldwide publisher and developer of interactive entertainment software. Its  
14 proprietary brand franchises include but are not limited to the highly controversial  
15 video game **Grant Theft Auto**.

16 4. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC., upon  
17 information and belief, at all times hereinafter mentioned, owned and operated, and  
18 continues to own and operate, video game development studios in the following cities  
19 located within the State of California: Novato; Camarillo; Northridge; and San Diego.

20 5. At all times herein relevant, Defendant TAKE-TWO INTERACTIVE  
21 SOFTWARE, INC. was Plaintiff and the other class members' employer and had the  
22 practical ability to prevent the violations alleged herein – that is Defendant TAKE-  
23 TWO INTERACTIVE SOFTWARE, INC. had the authority to hire and fire Plaintiff  
24 and the other class members, set Plaintiff and the other class member's wages, and  
25 instruct Plaintiff and the other class members when and where to report to work. In  
26 addition, Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC. had the ability  
27 to prevent the Plaintiff and the other class members from working.

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1           6. Plaintiff is unaware of the true names or capacities of Defendants sued  
2 herein under the fictitious names DOES 1 through 100, but pray for leave to amend and  
3 serve such fictitiously named Defendants pursuant to California Code of Civil  
4 Procedure section 474 once their names and capacities become known.

5           7. Plaintiff is informed and believes, and thereon alleges, that DOES 1  
6 through 100 are the partners, agents, owners, shareholders, managers or employees of  
7 TAKE-TWO INTERACTIVE SOFTWARE, INC. and were acting on behalf of TAKE-  
8 TWO INTERACTIVE SOFTWARE, INC. at all relevant times.

9           8. Plaintiff is informed and believes, and thereon alleges, that each and all of  
10 the acts and omission alleged herein was performed by, or is attributable to TAKE-  
11 TWO INTERACTIVE SOFTWARE, INC. and DOES 1 through 100 (hereinafter  
12 collectively referred to as "Defendants"), each acting as the agent for the other, with  
13 legal authority to act on the other's behalf. The acts of any and all Defendants were in  
14 accordance with, and represent the official policy of Defendants.

15           9. At all relevant times herein mentioned, Defendants, and each of them,  
16 ratified each and every act or omission complained of herein. At all timed herein  
17 mentioned, Defendants, and each of them, aided and abetted the acts and omission of  
18 each and all the other Defendants in proximately causing the damages herein alleged.

19           10. Plaintiff is informed and believes, and thereon alleges, that Defendants are  
20 in some manner intentionally, negligently, or otherwise responsible for the acts,  
21 omission, occurrences, and transactions alleged herein.

22           11. At all relevant times set forth herein, Defendants employed Plaintiff and  
23 the other class members as non-exempt or hourly paid employees.

24           12. Defendants employed Plaintiff Aaron Martinez as a "quality assurance  
25 tester," which is a non-exempt or hourly paid position, from approximately November  
26 2006 until approximately April 2007 in the State of California.

27           13. Defendants continue to employ non-exempt or hourly paid employees  
28 within the State of California.

1 14. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC., at all times  
2 herein relevant, issued wage-statements to Plaintiff and the other class members.  
3 Attached hereto as Exhibit 1 is a true and correct copy of a wage-statement issued to  
4 Plaintiff by Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC. on or about  
5 December 15, 2006.

6 15. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC., at all times  
7 herein relevant, issued wage statements to Plaintiff and the other class members, which  
8 identified their employer as Defendant TAKE-TWO INTERACTIVE SOFTWARE,  
9 INC.

10 16. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC., at all times  
11 herein relevant, issued wage statements to Plaintiff and the other class members, which  
12 were substantially similar and/or identical in form compared to the wage statement  
13 attached hereto as Exhibit 1.

14 17. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC., at all times  
15 herein relevant, financial compensated Plaintiff and the other class members for some  
16 hours worked and issued IRS W2 Forms to Plaintiff and the other class members,  
17 reflecting said financial compensation to Plaintiff and the other class members by  
18 Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC..

19 18. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC., at all time  
20 herein relevant, set, implemented and enforced uniform employment policies and  
21 practices throughout all of its video game development studios. At all times herein  
22 relevant, Plaintiff and the other class members were subjected to said employment  
23 policies and practices. For example, Defendant TAKE-TWO INTERACTIVE  
24 SOFTWARE, INC., set, implemented and enforced a uniform COMMUNICATION  
25 POLICY, a true and correct copy of which, is attached hereto as Exhibit 2.

26 19. Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC., regularly  
27 and consistently, instructed and trained its employees at the video game development  
28 studios in the State of California with regard to the above-mentioned uniform

1 employment policies and practices governing the employment relationship between  
2 Plaintiff and the other class members on one hand and Defendant TAKE-TWO  
3 INTERACTICE SOFTWARE, INC. on the other hand.

4 20. Plaintiff is informed and believes, and based thereon alleges, that at all  
5 times herein relevant, Defendant TAKE-TWO INTERACTIVE SOFTWARE, INC.  
6 engaged in a uniform policy and systematic scheme of wage abuse against its non-  
7 exempt or hourly paid employees at its video game development studios in the State of  
8 California. This scheme involved, *inter alia*, regularly and consistently requiring its  
9 non-exempt or hourly paid employees to work off-the-clock at its development studios  
10 in the State of California without any monetary compensation.

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

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

20 23. Plaintiff is informed and believes, and based thereon alleges, that  
21 Defendants knew or should have known that Plaintiff and class members were entitled  
22 to receive certain wages for overtime compensation and that they were not receiving  
23 certain wages for overtime compensation.

24 24. Plaintiff is informed and believes, and based thereon alleges, that  
25 Defendants knew or should have known that Plaintiff and the other class members were  
26 entitled to receive all meal periods in a timely manner or payment of one additional  
27 hour of pay at Plaintiff's and the other class members' regular rate of pay when they did  
28 not receive a timely uninterrupted meal period.



1 32. The proposed class is defined as follows:  
2 All current and former "non-exempt" or hourly-paid employees,  
3 who worked for Defendants at its video game development studios  
4 within the State of California at any time from March 9, 2006 to  
5 final judgment.

6 33. Plaintiff reserves the right to establish subclasses as appropriate.

7 34. The class is ascertainable and there is a well-defined community of  
8 interest in the litigation:

9 a. Numerosity: The members of the class (and each subclass, if any)  
10 are so numerous that joinder of all members would be unfeasible  
11 and impracticable. The membership of the entire class is unknown  
12 to Plaintiff at this time; however, the class is estimated to be  
13 approximately hundred (100) individuals and the identity of such  
14 membership is readily ascertainable by inspection of Defendants'  
15 employment records.

16 b. Typicality: Plaintiff is qualified to and will fairly and adequately  
17 protect the interests of each class member with whom he has a  
18 well-defined community of interest. And, Plaintiff's claims (or  
19 defenses, if any) are typical of the other class members' as  
20 demonstrated herein.

21 c. Adequacy: Plaintiff is qualified to and will fairly and adequately  
22 protect the interests of each class member, with whom he has a  
23 well-defined community of interest and typicality of claims, as  
24 demonstrated herein. Plaintiff has no interest that is antagonistic to  
25 the other class members. Plaintiff's attorneys, the proposed class  
26 counsel, are versed in the rules governing class action discovery,  
27 certification, and settlement. Plaintiff has incurred, and during the  
28 pendency of this action will continue to incur, costs and attorneys'

1 fees, that have been, are, and will be necessarily expended for the  
2 prosecution of this action for the substantial benefit of each class  
3 member.

4 d. Superiority: The nature of this action makes the use of class action  
5 adjudication superior to other methods. Class action will achieve  
6 economies of time, effort and expense as compared with separate  
7 lawsuits, and will avoid inconsistent outcomes because the same  
8 issues can be adjudicated in the same manner and at the same time  
9 for the entire class. And, a class action is superior to other  
10 available methods for the fair and efficient adjudication of this  
11 litigation because individual joinder of all class members is  
12 impractical.

13 e. Public Policy Considerations: Certification of this lawsuit as a class  
14 action will advance public policy objectives. Employers of this  
15 great state violate employment and labor laws every day. Current  
16 employees are often afraid to assert their rights out of fear of direct  
17 or indirect retaliation. However, class actions provide the class  
18 members who are not named in the complaint anonymity that  
19 allows for the vindication of their rights.

20 35. There are common questions of law and fact as to the class members that  
21 predominate over questions affecting only individual members. The following common  
22 questions of law or fact, among others, exist as to the members of the class:

- 23 a. Whether Defendants' failure to pay wages, without abatement or  
24 reduction, in accordance with the California Labor Code, was  
25 willful;
- 26 b. Whether Defendants required Plaintiff and the other class members  
27 to work over eight (8) hours per day and/or over forty (40) hours  
28 per week and failed to pay the legally required overtime



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- compensation to Plaintiff and the other class members;
- c. 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;
- d. 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;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members;
- f. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, but not limited to, Section 226;
- i. Whether Defendants failed to pay all wages earned by Plaintiff and the other class members;
- j. Whether Defendants' conduct was willful or reckless;
- k. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200, et seq.;
- l. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- m. Whether Plaintiff and the class are entitled to compensatory damages pursuant to the California Labor Code.

**FIRST CAUSE OF ACTION**

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

**(Against All Defendants)**

36. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 35, and each and every part thereof with the same force and effect as though fully set forth herein.

37. California law requires an employer, such as Defendants, to pay overtime compensation to all non-exempt employees. Plaintiff and the other class members do not presently qualify, and have not at any time during the class period qualified, under any exemption from the requirement that their employer pay overtime compensation under California law. Therefore, Plaintiff and the other class members are entitled to be paid overtime compensation for all overtime hours worked.

38. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

39. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendant, and working more than eight (8) hours in a day or more than forty (4) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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

41. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in

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1 excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)  
2 hours worked on the seventh day of work, and no overtime compensation at twice the  
3 regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess  
4 of eight (8) hours in a day on the seventh day of work.

5 42. During the relevant time period, Plaintiff and the other class members  
6 worked in excess of eight (8) hours in a day and/or in excess of forty (40) hours in a  
7 week.

8 43. During the relevant time period, Defendants intentionally and willfully  
9 failed to pay overtime wages owed to Plaintiff and the other class members for all hours  
10 worked.

11 44. Defendants' failure to pay Plaintiff and the other class members the  
12 unpaid balance of overtime compensation, as required by California laws, violates the  
13 provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

14 45. Pursuant to California Labor Code section 1194, Plaintiff and the other  
15 class members are entitled to recover unpaid overtime compensation, as well as interest,  
16 costs, and attorneys' fees.

17 **SECOND CAUSE OF ACTION**

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

19 **(Against All Defendants)**

20 46. Plaintiff incorporates by reference the allegations contained in paragraphs  
21 1 through 45, and each and every part thereof with the same force and effect as though  
22 fully set forth herein.

23 47. At all relevant times, the IWC Order and California Labor Code sections  
24 226.7 and 512(a) were applicable to Plaintiff's and the other class members'  
25 employment by Defendants.

26 48. At all relevant times, California Labor Code section 226.7 provides that  
27 no employer shall require an employee to work during any meal or rest period  
28 mandated by an applicable order of the California IWC.

1           49. At all relevant times, the applicable IWC Wage Order and California  
2 Labor Code section 512(a) provide that an employer may not require, cause or permit  
3 an employee to work for a work period of more than five (5) hours per day without  
4 providing the employee with a meal period of not less than thirty (30) minutes, except  
5 that if the total work period per day of the employee is no more than six (6) hours, the  
6 meal period may be waived by mutual consent of both the employer and employee.

7           50. At all relevant times, the applicable IWC Wage Order and California  
8 Labor Code section 512(a) further provide that an employer may not require, cause or  
9 permit an employee to work for a work period of more than ten (10) hours per day  
10 without providing the employee with a second uninterrupted meal period of not less  
11 than 30 minutes, except that if the total hours worked is no more than twelve (12)  
12 hours, the second meal period may be waived by mutual consent of the employer and  
13 the employee only if the first meal period was not waived.

14           51. During the relevant time period, Plaintiff and the other class members  
15 who were scheduled to work for a period of time no longer than six (6) hours, and who  
16 did not waive their legally-mandated meal periods by mutual consent, were required to  
17 work for periods longer than five (5) hours without an uninterrupted meal period of not  
18 less than thirty (30) minutes.

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

23           53. During the relevant time period, Plaintiff and the other class members  
24 who were scheduled to work for a period of time in excess of ten (10) hours but no  
25 longer than twelve (12) hours, and who did not waive their legally-mandated meal  
26 periods by mutual consent were required to work in excess of ten (10) hours without  
27 receiving a second uninterrupted meal period of not less than thirty (3) minutes.

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1 period time shall be based on the total hours worked daily at the rate of ten (10) minutes  
2 net rest time per four (4) hours or major fraction thereof” unless the total daily work  
3 time is less than three and one-half (3 ½ ) hours.

4 62. During the relevant time period, Defendants required Plaintiff and the  
5 other class members to work four (4) or more hours without authorizing or permitting a  
6 ten (10) minute rest period per each four (4) hour period worked.

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

11 64. During the relevant time period, Defendants failed to pay Plaintiffs and  
12 the other class members the full rest period premium due pursuant to California Labor  
13 Code section 226.7

14 65. Defendants’ conduct violates applicable IWC Wage Orders and California  
15 Labor Code section 226.7.

16 66. Pursuant to the applicable IWC Wage Orders and California Labor Code  
17 section 226.7(b), Plaintiff and the other class members are entitled to recover from  
18 Defendants one additional hour of pay at the employees’ regular hourly rate of  
19 compensation for each work day that the rest period was not provided

20 **FOURTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

22 **(Against All Defendants)**

23 67. Plaintiff incorporates by reference the allegations contained in paragraphs  
24 1 through 66, and each and every part thereof with the same force and effect as though  
25 fully set forth herein.

26 68. At all relevant times, California Labor Code sections 11194, 1197, and  
27 1197.1 provide that the minimum wage to be paid to employees, and the payment of a  
28 lesser wage than the minimum so fixed is unlawful.







1 that all wages earned by any person in any employment between the 16<sup>th</sup> and the last  
2 day, inclusive, of any calendar month, other than those wages due upon termination of  
3 an employee, are due and payable between the 1<sup>st</sup> and the 10<sup>th</sup> day of the following  
4 month.

5 81. At all times herein set forth, California Labor Code section 204 provides  
6 that all wages earned for labor in excess of the normal work period shall be paid no  
7 later than the payday for the next regular payroll period.

8 82. During the relevant time period, Defendants intentionally and willfully  
9 failed to pay Plaintiff and the other class members all wages due to them, within any  
10 time period permissible under California Labor Code section 204.

11 83. Plaintiff and the other class members are entitled to recover all remedies  
12 available for violations of California Labor Code section 204.

13 **SEVENTH CAUSE OF ACTION**

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

15 **(Against All Defendants)**

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

19 85. At all material times set forth herein, California Labor Code section  
20 226(a) provides that every employer shall furnish each of his or her employees an  
21 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours  
22 worked by the employee, (3) the number of piece-rate units earned and any applicable  
23 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that  
24 all deductions made on written orders of the employee may be aggregated and shown as  
25 one item, (5) net wages earned, (6) the inclusive dates of the period for which the  
26 employee is paid, (7) the name of the employee and his or her social security number,  
27 (8) the name and address of the legal entity that is the employer, and (9) all applicable  
28 hourly rates in effect during the pay period and the corresponding number of hours

1 worked at each hourly rate by the employee. The deductions made from payments of  
2 wages shall be recorded in ink or other indelible form, properly dated, showing the  
3 month, day, and year, and a copy of the statement or a record of the deductions shall be  
4 kept on file by the employer for at least three years at the place of employment or at a  
5 central location within the State of California.

6 86. Defendants have intentionally and willfully failed to provide Plaintiff and  
7 the other class members with complete and accurate wage statements. The deficiencies  
8 include one or more of the following: the failure to include the total number of hours  
9 worked by Plaintiff and the other class members.

10 87. As a result of Defendants' violation of California Labor Code section  
11 226(a), Plaintiff and the other class members have suffered injury and damage to their  
12 statutorily-protected rights.

13 88. More specifically, Plaintiff and the other class members have been injured  
14 by Defendants' intentional and willful violation of California Labor Code section  
15 226(a) because they were denied both their legal right to receive, and their protected  
16 interest in receiving, accurate and itemized wage statements pursuant to California  
17 Labor Code section 226(a).

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

22 90. Plaintiff and the other class members are also entitled to injunctive relief  
23 to ensure compliance with this section, pursuant to California Labor Code section  
24 226(g).

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**EIGHTH CAUSE OF ACTION**

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

**(Against All Defendants)**

91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, the other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

94. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring non-exempt or hourly paid employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violates California Labor Code section 510 and 1198. Additionally, Defendants' policies and practices of requiring non-exempt or hourly paid employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of not paying at least minimum wages violate California Labor Code section 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code section 201, 202, and 204.

95. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not

1 necessarily limited to the loss of money and/or property.

2 96. Pursuant to California Business & Professions Code sections 17200, et  
3 seq., Plaintiffs and the other class members are entitled to restitution of the wages  
4 withheld and retained by Defendants during a period that commences four years prior to  
5 the filing of this complaint; a permanent injunction requiring Defendants to pay all  
6 outstanding wages due to Plaintiff and the other class members; an award of attorneys'  
7 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable  
8 laws; and an award of costs.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually and on behalf of all other members of the  
11 general public similarly situated, prays for relief and judgment against Defendants,  
12 jointly and severally, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;  
15 2. That Plaintiff be appointed as the representative of the Class; and  
16 3. That counsel for Plaintiff be appointed as Class Counsel.

17 **As to the First Cause of Action**

- 18 4. That the Court declare, adjudge and declare that Defendants violated  
19 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by  
20 willfully failing to pay all overtime wages due to Plaintiff and the other class members;  
21 5. For general unpaid wages at overtime wage rates and such general and  
22 special damages as may be appropriate;  
23 6. For pre-judgment interest on any unpaid overtime compensation  
24 commencing from the date such amounts were due;  
25 7. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
26 California Labor Code section 1194; and  
27 8. For such other and further relief as the court may deem just and proper.  
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As to the Second Cause of Action

1  
2           9.     That the Court declare, adjudge and declare that Defendants violated  
3 California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by  
4 willfully failing to provide all meal periods (including second meal periods) to Plaintiff  
5 and the other class members;

6           10.    That the Court make an award to Plaintiff and the other class members of  
7 one (1) hour of pay at each employee's regular rate of compensation for each workday  
8 that a meal period was not provided;

9           11.    For all actual, consequential, and incidental losses and damages,  
10 according to proof;

11           12.    For premium wages pursuant to California Labor Code section 226.7(b);

12           13.    For pre-judgment interest on any unpaid wages from the date such  
13 amounts were due;

14           14.    For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

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17           16.    That the Court declare, adjudge and declare that Defendants violated  
18 California Labor Code section 226.7 and applicable IWC Wage Orders by willfully  
19 failing to provide all rest periods to Plaintiff and the other class members;

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

23           18.    For all actual, consequential, and incidental losses and damages,  
24 according to proof;

25           19.    For premium wages pursuant to California Labor Code section 226.7(b);

26           20.    For pre-judgment interest on any unpaid wages from the date such  
27 amounts were due; and

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

**As to the Fourth Cause of Action**

22. That the Court declare, adjudge and declare that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

23. For general unpaid wages and such general and special damages as may be appropriate;

24. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other the other class members in the amount as may be established according to proof at trial;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

27. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

**As to the Fifth Cause of Action**

29. That the Court declare, adjudge and declare that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

**As to the Sixth Cause of Action**

34. That the Court declare, adjudge and declare that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

35. For all actual, consequential, and incidental losses and damages, according to proof;

36. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

**As to the Seventh Cause of Action**

38. That the Court declare, adjudge and declare that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

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

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

**As to the Eighth Cause of Action**

43. That the Court declare, adjudge and declare that Defendants California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, and failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code

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1 section 201, 202 and 204;

2 44. For restitution of unpaid wages to Plaintiff and the other class members  
3 and all pre-judgment interest from the day such amounts were due and payable;

4 45. For the appointment of a receiver to receive, manage and distribute any  
5 and all funds disgorged from Defendants and determined to have been wrongfully  
6 acquired by Defendants as a result of violation of California Business and Professions  
7 Code sections 17200, et seq.;

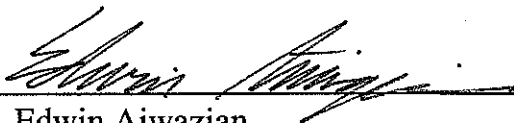
8 46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
9 California Code of Civil Procedure section 1021.5;

10 47. For injunctive relief to ensure compliance with this section, pursuant to  
11 California Business and Professions Code sections 17200, et seq.; and

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

13 Dated: June 24, 2010

**THE AIWAZIAN LAW FIRM**

14  
15 By:   
16 Edwin Aiwazian  
17 *Attorneys for Plaintiff*

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1 **DEMAND FOR JURY TRIAL**

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

4  
5 Dated: June 24, 2010

**THE AIWAZIAN LAW FIRM**

6  
7 By: 

8 Edwin Aiwazian

9 *Attorneys for Plaintiffs*

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