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8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF LOS ANGELES**

11 GHASSAN FAKHRO, individually, and
12 on behalf of all others similarly situated,

13 Plaintiffs,

13 vs.

14 TURNER'S OUTDOORS, INC, and
15 DOES 1 through 25, inclusive,

16 Defendants.

Case No.: BC 388874

CLASS ACTION

**COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF AND RESTITUTION**

17 Representative Plaintiff alleges as follows:

19 **PRELIMINARY STATEMENT**

20 1. This is a class action, brought on behalf of Ghassan Fakhro (the "Representative
21 Plaintiff") and all other persons who are or have been employed as salaried in-store managers by
22 defendant Turner's Outdoors, Inc. and Does 1 through 25, inclusive (collectively "Turner's" and/or
23 "Defendant") in any of Turner's retail stores in the State of California at any time after the
24 commencement of the pay period including April 10, 2004. On his own behalf and on behalf of the
25 class, Representative Plaintiff seeks unpaid wages, including unpaid overtime compensation and
26 interest thereon, meal and rest period compensation, waiting time penalties, injunctive and other
27 equitable relief and reasonable attorneys' fees and costs, under, *inter alia*, California Labor Code §§
28 201, 202, 203, 204, 226, 226.7, 510, 512, 1174 and 1194, CCP § 1021.5 and under Business and

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1 Professions Code §§ 17200-17208.

2 2. The "class period" is designated as the time from at least the commencement of the
3 pay period including April 10, 2004 through the conclusion of trial on all issues presented in this
4 action, based upon the allegation that Turner's violations of California wage and hour laws, as
5 described more fully below, have been ongoing since at least this date. During the class period,
6 Turner's has had a consistent policy of (1) requiring class members to work in excess of eight hours
7 per day and in excess of forty hours per week, without paying them overtime compensation as
8 required by California state wage and hour laws, (2) denying class members statutorily-mandated
9 meal and rest periods, (3) willfully failing to pay compensation (including unpaid overtime and/or
10 compensation for working through meal and/or rest periods) in a prompt and timely manner to those
11 class members whose employment with Turner's has terminated, and (4) willfully failing to provide
12 class members with accurate semimonthly itemized statements of the total number of hours each of
13 them worked, the applicable deductions and the applicable hourly rates in effect during the pay
14 period.

15
16 **INTRODUCTION**

17 3. Turner's is a hunting, shooting and fishing speciality store that prides itself on the
18 first-hand fishing, hunting and shooting experience that only its employees can provide. With 13
19 locations throughout Southern California Turner's offers an assortment of firearms, ammunition and
20 hunting accessories for hunting and shooting needs in addition to rods, reels and tackle for fishing
21 activities.

22 4. The Representative Plaintiff is informed and believes and, based thereon, alleges that,
23 Turner's has employed numerous individuals in recent years as salaried in-store managers, an
24 employment position which has not and currently does not meet the test for exemption from the
25 payment of overtime wages or from the entitlement to statutorily-mandated meal and/or rest periods.

26 5. Despite actual knowledge of these facts and legal mandates, Turner's has enjoyed an
27 advantage over its competition and a resultant disadvantage to its in-store managers by electing not
28 to compensate them for overtime hours worked, compensation for missed meal and/or rest periods,

1 and "waiting time" and related penalties.

2 6. The Representative Plaintiff is informed and believes and, based thereon, alleges that
3 officers of Defendant knew of these facts and legal mandates, yet, nonetheless, repeatedly directed,
4 authorized and/or ratified the violation of the laws cited herein.

5 7. Despite Turner's knowledge of class members' entitlement to full pay for all hours
6 worked, Turner's failed to provide same to class members, in violation of the California Labor Code,
7 IWC Wage Order No. 7 and Title 8 of the California Code of Regulations, among other laws and
8 regulations. This action is brought to redress and end this long-time pattern of unlawful conduct once
9 and for all.

10
11 **JURISDICTION AND VENUE**

12 8. This Court has jurisdiction over Representative Plaintiff's and class members' claims
13 under California statutes and, by extension, IWC Wage Order No. 7. This Court also has jurisdiction
14 over Representative Plaintiff's and class members' claims for injunctive relief, and restitution of ill-
15 gotten benefits arising from defendant Turner's unfair, unlawful and/or fraudulent business practices
16 under Business & Professions Code §§ 17200, *et seq.*

17 9. Venue as to Defendant is proper in this judicial district, pursuant to Code of Civil
18 Procedure § 395(a). Turner's is a corporation, maintaining offices, operating retail stores and doing
19 business in Los Angeles County, and is otherwise within this Court's jurisdiction for purposes of
20 service of process. The unlawful acts alleged herein have a direct effect on Representative Plaintiff
21 and those similarly situated within the State of California and within Los Angeles County. Defendant
22 Turner's employed numerous class members in Los Angeles County during the class period.

23
24 **PLAINTIFF(S)**

25 10. The Representative Plaintiff is a natural person and was, during the relevant time
26 period identified herein, employed by defendant Turner's in the job position of salaried in-store
27 manager at one or more of Defendant's California retail stores.

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1 11. As used throughout this Complaint, the terms "Plaintiff(s)" and/or "class" refer to the
2 Representative Plaintiff herein, as well as each and every person eligible for membership in the
3 Plaintiff class, as further described and defined below.

4 12. At all times herein relevant, the Representative Plaintiff was a person within the class
5 of persons further described and defined herein.

6 13. The Representative Plaintiff brings this action on behalf of himself and as a class
7 action on behalf of all persons similarly situated and proximately damaged by the unlawful conduct
8 described herein, pursuant to California Code of Civil Procedure § 382.

9
10 **DEFENDANT**

11 14. At all times herein relevant, defendant Turner's Outdoors, Inc. and Does 1 through
12 25, inclusive (collectively referred to as "Turner's" and/or "Defendant") was and are corporations
13 and/or other business entities, duly licensed, located and doing business in, but not limited to, the
14 State of California. Representative Plaintiff is informed and believes and, on that basis, alleges that,
15 at all relevant times herein mentioned, each person responsible for the acts alleged herein was the
16 agent and/or employee of Turner's and, in doing the acts herein alleged, was acting within the course
17 and scope of such agency and/or employment.

18 15. Those defendants identified as Does 1 through 25, inclusive, are and were, at all
19 relevant times herein-mentioned, co-employers of some/each of the remaining defendants.

20 16. Representative Plaintiff is unaware of the true names and capacities of those
21 defendants sued herein as Does 1 through 25, inclusive and, therefore, sues these defendants by such
22 fictitious names. Representative Plaintiff will seek leave of court to amend this Complaint when
23 same are ascertained. Representative Plaintiff is informed and believes and, on that basis, alleges that
24 each of the fictitiously-named defendants is responsible in some manner for, gave consent to, ratified
25 and/or authorized the conduct herein alleged and that Representative Plaintiff's and the class
26 members' damages, as herein alleged, were proximately caused thereby.

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28 ///

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1 **CLASS ACTION ALLEGATIONS**

2 17. The Representative Plaintiff brings this action on behalf of himself and as a class
3 action on behalf of all persons similarly situated and proximately damaged by Turner's conduct as
4 set forth herein, including, but not necessarily limited to the following class:

5 All persons who were employed as a salaried in-store manager by Turner's
6 Outdoors, Inc. in one or more of its California retail stores at any time on or
after April 10, 2004.

7 18. This action has been brought and may properly be maintained as a class action under
8 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation
9 and the proposed class is easily ascertainable, to wit:

- 10 a. Numerosity: A class action is the only available method for the fair and
11 efficient adjudication of this controversy. The members of the class are so
12 numerous that joinder of all members is impractical, if not impossible, insofar
13 as Representative Plaintiff is informed and believes and, on that basis, alleges
14 that the total number of class members is well into the hundreds of
individuals. Membership in the Plaintiff class will be determined upon
analysis of employee and payroll, among other potential records maintained
by Turner's.
- 15 b. Commonality: The Representative Plaintiff and the class members share a
16 community of interests in that there are numerous common questions and
issues of fact and law which predominate over any questions and issues solely
affecting individual members, including, but not necessarily limited to:
- 17 i. Whether Defendant violated California law by failing to pay
18 compensation to its employees for all time worked;
- 19 ii. whether Defendant violated California Labor Code §§ 226.7 and/or
20 512 by failing to consistently provide uninterrupted meal and/or rest
21 periods to Representative Plaintiff and the class members;
- 22 iii. whether Defendant violated California Business and Professions
23 Code § 17200 by engaging in unfair, unlawful and/or fraudulent
24 business practices;
- 25 iv. whether Defendant violated California Labor Code § 1174 by failing
26 to keep accurate records of employees' hours of work;
- 27 v. whether Defendant violated California Labor Code §§ 201-203 by
28 failing to pay wages due and owing at the time that class members'
employment with Defendant terminated;
- vi. whether Defendant violated California Labor Code § 226 by failing
to provide the semimonthly itemized statements to class members of
total hours worked by each, and all applicable hourly rates in effect
during the pay period; and

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- vii. whether Representative Plaintiff and class members are entitled to “waiting time” penalties pursuant to California Labor Code § 203 and/or § 204.
- c. Typicality: The Representative Plaintiff’s claims are typical of the claims of the Plaintiff class. The Representative Plaintiff and all members of the class sustained injuries and damages arising out of and caused by Defendant’s common course of conduct in violation of California law, as alleged herein.
- d. Superiority of Class Action: Since the damages suffered by individual class members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member makes or may make it impracticable for members of the class to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought or be required to be brought by each individual member of the class, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of inconsistent rulings, which might be dispositive of the interests of other class members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests.
- e. Adequacy of Representation: The Representative Plaintiff in this class action is an adequate representative of the class, in that the Representative Plaintiff’s claims are typical of those of the class and the Representative Plaintiff has the same interests in the litigation of this case as the class members. The Representative Plaintiff is committed to vigorous prosecution of this case, and has retained competent counsel, experienced in litigation of this nature. The Representative Plaintiff is not subject to any individual defenses unique from those conceivably applicable to the class. The Representative Plaintiff anticipates no management difficulties in this litigation.

COMMON FACTUAL ALLEGATIONS

19. As described herein, Turner’s has, for years, knowingly failed to adequately compensate the class members for all wages earned, including overtime wages and/or compensation for missed meal and/or rest periods, and due under the California Labor Code and the applicable California Wage Order, thereby enjoying a significant competitive edge over other retail stores and/or retail chains.

20. Even upon termination or resignation of the employment of numerous class members, Turner’s has declined to pay these wages, in blatant violation of California Labor Code §§ 201 and/or 202.

21. Moreover, California Labor Code §§ 201 and 202 require Defendant to pay all severed employees all wages due, immediately upon discharge or within 72 hours of resignation of their positions, in most circumstances. California Labor Code § 203 provides that, if an employer

1 willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject
2 employees' wages until the back wages are paid in full or an action is commenced, for a period not
3 to exceed 30 days of wages.

4 22. Furthermore, despite its knowledge of the Representative Plaintiff's and the class
5 members' entitlement to compensation for all hours worked, Turner's violated California Labor
6 Code § 1174(d) by failing to provide or require the use, maintenance or submission of time records
7 by members of the class. Turner's also failed to provide Representative Plaintiff and class members
8 with accurate semimonthly itemized statements of the total number of hours worked by each and all
9 applicable hourly rates in effect during the pay period, in violation of California Labor Code § 226.
10 In so doing, Turner's has not only failed to pay its workers the full amount of compensation due, it
11 has, until now, effectively shielded itself from its employees' scrutiny for its unlawful conduct by
12 concealing the magnitude (i.e., the full number of hours worked) and financial impact of its
13 wrongdoing.

14 23. Representative Plaintiff and all persons similarly situated are entitled to unpaid
15 compensation, yet, to date, have not received such compensation despite the termination of certain
16 class members' employment with Turner's.

17 24. More than 30 days have passed since Representative Plaintiff and/or certain class
18 members have left defendant Turner's employ.

19 25. As a consequence of Defendant's willful conduct in not paying compensation for all
20 hours worked, certain class members are entitled to 30 days wages, as a penalty under Labor Code
21 § 203, together with attorneys' fees and costs.

22 26. As a consequence of Defendant's willful conduct in not providing an uninterrupted
23 30 minute meal period within the first five hours of class members' shifts, as required under Labor
24 Code § 512 and Section 11 of IWC Wage Order No. 7, class members are entitled to one hour of
25 wages for each day that they were denied at least one meal period, as provided under Labor Code §
26 226.7, together with interest thereon and attorneys' fees and costs.

27 27. As a consequence of Defendant's willful conduct in not providing a ten minute rest
28 period once during each four hour segment of work, as prescribed by Section 12 of IWC Wage Order

1 No. 7, class members are entitled to one hour of wages for each day that they were denied at least
2 one rest period, as provided under Labor Code § 226.7, together with interest thereon and attorneys'
3 fees and costs.

4 28. As a direct and proximate result of Turner's unlawful conduct, as set forth herein,
5 Representative Plaintiff and class members have sustained damages, as described above, including
6 compensation for missed meal and rest periods, and loss of earnings for hours worked on behalf of
7 Defendant, in amounts to be established, in a formulaic manner, at trial. As a further direct and
8 proximate result of Defendant's unlawful conduct, as set forth herein, Representative Plaintiff and/or
9 certain class members herein are entitled to recover "waiting time" penalties/wages (pursuant to
10 California Labor Code § 203) and penalties for failure to provide semimonthly statements of hours
11 worked and all applicable hourly rates (pursuant to Labor Code § 226) in an amount to be
12 established, in a formulaic manner, at trial. As a further direct and proximate result of Defendant's
13 unlawful conduct, as set forth herein, Representative Plaintiff and class members are also entitled
14 to recover costs and attorneys' fees, pursuant to California Labor Code § 1194 and/or California
15 Civil Code § 1021.5, among other authorities.

16 29. Representative Plaintiff seeks injunctive relief, prohibiting Defendant from engaging
17 in the illegal labor acts described herein in the future. Representative Plaintiff also seeks restitution
18 of costs incurred by Representative Plaintiff and class members under California's Unfair
19 Competition Law. Unless enjoined, Defendant's unlawful conduct will continue unchecked, while
20 Representative Plaintiff and class members bear the financial brunt of Defendant's unlawful conduct.
21 As a further direct and proximate result of Defendant's unlawful conduct, as set forth herein,
22 Representative Plaintiff and the Plaintiff class are also entitled to recover costs and attorneys' fees,
23 pursuant to statute.

24
25 **FIRST CAUSE OF ACTION**
26 **UNLAWFUL FAILURE TO PAY ALL WAGES DUE**
(Violation of California IWC Wage Order 5 and California Labor Code)

27 30. Representative Plaintiff incorporates in this cause of action each and every allegation
28 of the preceding paragraphs, with the same force and effect as though fully set forth herein.

1 31. During the time period beginning April 10, 2004 and continuing through the present,
2 Representative Plaintiff and the Class Members were employed by and did perform work for
3 Turner's oftentimes in excess of eight hours in a workday and/or forty hours in a workweek. The
4 precise number of hours will be proven at trial.

5 32. During said time period, Turner's refused to compensate Representative Plaintiff and
6 class members for some and/or all of the wages due them, including overtime wages and
7 compensation for missed meal and/or rest periods, in violation of the applicable California Wage
8 Order No. 5 and/or the California Labor Code.

9 33. Moreover, during said time period, many class members were employed by and were
10 thereafter terminated or resigned from their positions with Turner's, yet were not paid all wages due
11 upon said termination or within seventy-two (72) hours of said resignation of employment therefrom.
12 Said non-payment of all wages due was the direct and proximate result of a willful refusal to do so
13 by Defendant.

14 34. At all relevant times, Defendant was aware of and was under a duty to comply with
15 various provisions of California IWC Wage Order No. 5, issued by the Industrial Welfare
16 Commission as well as California Labor Code §§ 200-204, 226.7, 510, 512, 515, 1198 and 1199.

17 35. By refusing to compensate Representative Plaintiff and class members for all wages
18 earned, Defendant violated the California Labor Codes and IWC Wage Order provisions cited herein.

19 36. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,
20 Representative Plaintiff and class members have sustained damages, including loss of earnings for
21 hours of overtime worked on behalf of Defendant, in an amount to be established at trial, plus
22 interest thereon. As a further direct and proximate result of Defendant's unlawful conduct, as set
23 forth herein, Representative Plaintiff and class members are entitled to recover "waiting time" and
24 other penalties, in an amount to be established at trial, costs and attorneys' fees, pursuant to statute.

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**SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL AND REST PERIODS
(California Labor Code §§ 226.7 and 512)**

37. Representative Plaintiff incorporates in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

38. At all relevant times, Defendant was aware of and was under a duty to comply with California Labor Code §§ 226.7 and 512.

39. Specifically, California Labor Code § 226.7 provides:

- (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

40. California Labor Code § 512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

41. Industrial Welfare Commission Wage Order No. 5, Sections 11 and 12, respectively, mandate that employers provide all applicable meal and/or rest periods to non-exempt employees, including non-exempt employees who have been mis-classified as exempt.

42. Section 11 of the IWC Wage Order provides:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time

1 worked. ... (B) If an employer fails to provide an employee a meal
2 period in accordance with the applicable provisions of this order, the
3 employer shall pay the employee one (1) hour of pay at the
4 employee's regular rate of compensation for each workday that the
5 meal period is not provided.

4 43. Moreover, Section 12 of the IWC Wage Order provides:

5 (A) Every employer shall authorize and permit all employees to take
6 rest periods, which insofar as practicable shall be in the middle of
7 each work period. The authorized rest period time shall be based on
8 the total hours worked daily at the rate of ten (10) minutes net rest
9 time per four (4) hours or major fraction thereof. ... Authorized rest
10 periods shall be counted, as hours worked, for which there shall be no
11 deductions from wages. (B) If an employer fails to provide an
12 employee a rest period in accordance with the applicable provisions
13 of this order, the employer shall pay the employee one (1) hour of pay
14 at the employee's regular rate of compensation for each workday that
15 the rest period is not provided.

11 44. By failing to consistently provide (1) meal breaks within the first five hours of a work
12 shift, (2) uninterrupted thirty-minute meal periods, and/or (3) timely ten-minute rest periods to class
13 members, Defendant violated these California Labor Code and IWC Wage Order provisions.

14 45. Even where Defendant's records specifically demonstrate that no meal and/or rest
15 periods were provided to Representative Plaintiff and other class members, Turner's has refused and
16 continues to refuse to properly compensate these employees with one hour of compensation for these
17 violations, as mandated by California law.

18 46. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,
19 Representative Plaintiff and Class Members have sustained damages, including lost compensation
20 resulting from missed meal and/or rest periods, in an amount to be established at trial. As a further
21 direct and proximate result of Defendant's unlawful conduct, as set forth herein, Representative
22 Plaintiff and Class Members are entitled to recover "waiting time" and other penalties, in an amount
23 to be established at trial, as well as costs and attorneys' fees, pursuant to statute.

24
25 **THIRD CAUSE OF ACTION**
26 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
27 **(California Labor Code §§ 226 and 1174)**

27 47. Representative Plaintiff incorporates in this cause of action each and every allegation
28 of the preceding paragraphs, with the same force and effect as though fully set forth herein.

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48. California Labor Code § 226(a) provides:

Each employer shall semimonthly, or at the time of each payment of wages, furnish each of his or her employees either as a detachable part of the check, draft or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized wage statement in writing showing: (1) gross wages earned; (2) total number of hours worked by each employee whose compensation is based on an hourly wage; (3) all deductions; provided, that all deductions made on written orders of the employee may be aggregated and shown as one item; (4) net wages earned; (5) the inclusive date of the period for which the employee is paid; (6) the name of the employee and his or her social security number; and (7) the name and address of the legal entity which is the employer.

49. Moreover, California Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

50. Finally, California Labor Code § 1174 provides:

Every person employing labor in this state shall: (d) Keep, at a central location in the state... payroll records showing the hours worked daily by and the wages paid to ... employees These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

51. Turner's failed to provide timely, accurate itemized wage statements to Representative Plaintiff and class members in accordance with Labor Code § 226(a). Specifically, none of the statements provided by Defendant to Representative Plaintiff and class members has accurately reflected actual gross wages earned, net wages earned, or the appropriate deductions therefor.

52. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Representative Plaintiff and class members seek to recover penalties, in amounts to be established at trial, as well as costs and attorneys' fees, pursuant to statute.

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1 **FOURTH CAUSE OF ACTION**
2 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
3 **(California Business & Professions Code §§ 17200-17208)**

4 53. Representative Plaintiff incorporates in this cause of action each and every allegation
5 of the preceding paragraphs, with the same force and effect as though fully set forth herein.

6 54. Representative Plaintiff brings this cause of action, seeking equitable and statutory
7 relief to stop the misconduct of Defendant, as complained of herein, and seeking restitution from
8 Defendant through the unfair, unlawful and fraudulent business practices described herein.

9 55. The knowing conduct of Defendant, as alleged herein, constitutes an unlawful, unfair
10 and/or fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-
11 17208. Specifically, Defendant conducted business activities while failing to comply with the legal
12 mandates cited herein.

13 56. Defendant's knowing failure to adopt policies in accordance with and/or to adhere
14 to these laws, all of which are binding upon and burdensome to Defendant's competitors, engenders
15 an unfair competitive advantage for Defendant, thereby constituting an unfair business practice, as
16 set forth in California Business & Professions Code §§ 17200-17208.

17 57. Defendant has established a policy of accepting a certain amount of collateral damage,
18 as represented by the damages suffered by Representative Plaintiff and the Plaintiff Class herein
19 alleged, as incidental to its business operations, rather than accept the costs of full compliance with
20 fair, lawful and honest business practices ordinarily borne by responsible competitors of Defendant
21 and as set forth in legislation and the judicial record.

22 **RELIEF SOUGHT**

23 **WHEREFORE, the Representative Plaintiff**, on behalf of himself and the proposed
24 **Plaintiff class**, prays for judgment and the following specific relief against **Defendant(s)**, jointly and
25 separately, as follows:

26 1. For an Order certifying the proposed class and/or any other appropriate subclass under
27 CCP § 382;

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1 2. For a finding that Defendant violated the provisions of California Labor Code § 201
2 and Title 8 California Code of Regulations § 11070(9)(A) as to the Representative Plaintiff and the
3 Plaintiff class;

4 3. That the Court declare, adjudge and decree that Defendant violated the overtime
5 provisions of the California Labor Code and the applicable Industrial Welfare Commission
6 California Wage Order as to the Representative Plaintiff and the Plaintiff class;

7 4. That the Court make an award to Representative Plaintiff and the Plaintiff class of
8 damages for the amount of unpaid compensation, including interest thereon, and penalties, in
9 amounts to be proven, in a formulaic manner, at trial;

10 5. That the Court declare, adjudge and decree that Defendant violated its legal duties
11 under California Labor Code §§ 226.7 and/or 512 and the relevant Sections of the applicable IWC
12 Wage Order to pay wages for missed meal and/or rest periods;

13 6. That the Court declare, adjudge and decree that Defendant violated the record keeping
14 provisions of California Labor Code §§ 226(a) and 1174(d) and the relevant Wage Order as to
15 Representative Plaintiff and the class members, and for willful failure to provide accurate
16 semimonthly itemized statements thereto;

17 7. That the Court declare, adjudge and decree that Defendant violated California Labor
18 Code §§ 201-203 for willful failure to pay all compensation owed at the time of termination of
19 employment to Representative Plaintiff and/or other class members;

20 8. That the Court declare, adjudge and decree that Defendant violated California
21 Business and Professions Code § 17200, *et. seq.*, by failing to pay Representative Plaintiff and class
22 members overtime and/or other forms of compensation and, generally, by misclassifying
23 Representative Plaintiff and class members as overtime-exempt employees;

24 9. For an Order requiring Defendant to pay restitution to Representative Plaintiff and
25 the Plaintiff class as a result of Defendant's unfair, unlawful and/or fraudulent activities, pursuant
26 to Business and Professions Code §§ 17200-08;

27 10. For an injunction, enjoining Defendant to cease and desist from further unfair,
28 unlawful and/or fraudulent activities in violation of Business and Professions Code § 17200;

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11. For punitive/exemplary damages in an amount appropriate and sufficient to punish Defendant, and to deter others from engaging in similar misconduct in the future;

12. For all other Orders, findings, and determinations identified and sought in this Complaint;

13. For interest on the amount of any and all economic losses, at the prevailing legal rate;

14. For reasonable attorneys' fees, pursuant to statute; and

15. For costs of suit and any and all such other relief as the Court deems just and proper.


JURY DEMAND

Plaintiff and the Plaintiff Class hereby demand trial by jury on all issues triable of right by jury.

Dated: April 9, 2008

SCOTT COLE & ASSOCIATES, APC

By:



Matthew R. Bainer, Esq.
Attorneys for the Representative Plaintiff
and the Plaintiff class