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14 UNITED STATES DISTRICT COURT OF CALIFORNIA
15 CENTRAL DISTRICT OF CALIFORNIA

16 WILBER JIMENEZ, YAIR
17 RODRIGUEZ, STEVE AVILA,
VINCENT FOREY, DAVID GALVAN,
18 MICHAEL GULUMIAN, PAUL LAM,
CLARENCE WAYNE MCILROY, JR.,
19 ARA TARZIAN, THUAN TRAN,
CARLOS CASTILLO, and DON
20 PHUNG,

21 Plaintiffs,

22 v.

23
24 DOMINO'S PIZZA, LLC, a Michigan
25 Limited Liability Corporation, and DOES
1 through 100, Inclusive

26 Defendants.
27
28

} CASE NO. SACV04-1107 JVS (Rcx)
}
} FOURTH AMENDED COMPLAINT
} FOR DAMAGES, INJUNCTIVE AND
} DECLARATORY RELIEF AND
} RESTITUTION
} 1) Failure to pay Overtime Wages
} (Lab. Code § 1194)
} 2) Failure to Pay Wages of Terminated
} or Resigned Employees (Lab. Code §§
} 201-203)
} 3) Failure to Provide Rest Periods or
} Compensation in Lieu Thereof (Lab.
} Code § 226.7; IWC Order 5; Cal. Code
} Regs., Title 8 § 11050)
} 4) Failure to Provide Meal Periods or
} Compensation in Lieu Thereof (Lab.
} Code §§ 226.7, 512; IWC Order 5; Cal.
} Code Regs., Title 8 § 11050)

- 1) 5) Knowing and Intentional Failure to
- 2) Comply With Itemized Employee
- 3) Wage Statement Provisions (Lab. Code
- 4) § 226(b))
- 5) 6) Violations of the Unfair
- 6) Competition Law (Bus. & Prof. Code
- 7) §§ 17200-17208)
- 8) 7) Declaratory Relief
- 9) 8) Injunctive Relief
- 10) DEMAND FOR JURY TRIAL

11 Plaintiffs Wilber Jimenez, Yair Rodriguez, Steve Avila, Vincent Forey,
 12 David Galvan, Michael Gulumian, Paul Lam, Clarence Wayne McIlroy, Jr., Ara
 13 Tarzian, Thuan Tran, Carlos Castillo, and Don Phung, complain and allege as
 14 follows.

15 **INTRODUCTION**

16 1. This case arises out of the non-payment of overtime compensation
 17 and failure to provide rest and meal periods to certain California employees of
 18 defendant DOMINO’S PIZZA, LLC (“DOMINO’S”). The plaintiffs were mis-
 19 classified as exempt managers who, during the relevant time period, although
 20 performing non-exempt functions for the Defendant, were treated as exempt
 21 employees and not paid overtime compensation. The Plaintiffs also seek
 22 declaratory relief, an accounting and injunctive relief.

23 2. Plaintiffs January 31, 2007 were not timely paid wages as required by
 24 Labor Code sections 201-203. Plaintiffs are additionally entitled to penalties
 25 pursuant to California Labor Code section 203.

26 3. As used herein, the term “Plaintiffs” includes Wilber Jimenez, Yair
 27 Rodriguez, Steve Avila, Vincent Forey, David Galvan, Michael Gulumian, Paul
 28 Lam, Clarence Wayne McIlroy, Jr., Ara Tarzian, Thuan Tran, Carlos Castillo, and
 Don Phung; the term “non-exempt” refers to not exempt from the lawful
 requirement to be paid overtime compensation by the Defendant.

1 4. The Plaintiffs seek just compensation for work performed and
2 moneys due them during the relevant time period, which is defined as four years
3 prior to the filing of this action through the trial date, based upon information and
4 belief that the Defendants are continuing, and will continue, their unlawful
5 practices as described herein.

6 **JURISDICTION AND VENUE**

7 5. Venue is proper in this Judicial district and the County of Orange
8 because Defendant maintains offices and transacts business in this county, and
9 obligations and liabilities arise in this county, and work was performed by
10 plaintiffs made the subject of this action in the County of Orange, California.

11 6. California Labor Code section 1194, provides that notwithstanding
12 any agreement to work for a lesser wage, an employee receiving less than the legal
13 overtime compensation is entitled to recover in a civil action the unpaid balance of
14 their overtime compensation, including interest thereon, reasonable attorneys fees,
15 and costs of suit.

16 7. Further, Business and Professions Code section 17203 provides that
17 any person who engages in unfair competition may be enjoined in any court of
18 competent jurisdiction. Business and Professions Code section 17204 provides
19 that any person acting for the interests of itself, its members or the general public
20 may bring an action in a court of competent jurisdiction.

21 8. At all times herein mentioned, on information and belief, Defendant
22 Domino’s Pizza, LLC was and is a corporation organized and existing under the
23 laws of the State of Michigan and licensed to do business in California, and, in
24 concert with other defendants, were and are doing business in California,
25 including the County of Orange.

26 9. On information and belief, the principal place of business of
27 Domino’s Pizza, LLC is located in the state of Michigan.

28 10. United States District Court, Central District of California has

1 jurisdiction in this matter pursuant to 28 U.S.C. section 1332 and supplemental
2 jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. section 1367.
3 This Court has supplemental jurisdiction under 28 U.S.C. section 1367 over
4 Plaintiffs' California law wage and hour claims, because those claims derive from
5 a common nucleus of operative fact.

6 11. Venue is proper in the Central District of California as this Court has
7 personal jurisdiction over Defendants, who regularly conduct business in Orange
8 County.

9 THE PARTIES

10 12. Plaintiff Jimenez, a resident of the County of Los Angeles, was at
11 various times herein relevant, an employee of the Defendants. Plaintiff was
12 employed by the Defendants as of the date four years prior to the commencement
13 of this action in the County of Los Angeles. He was employed by Defendants
14 during the relevant time period in a salaried position as "General Manager," also
15 referred to as "Store Manager" and was subject to Defendants' unlawful practices
16 during the relevant time period.

17 13. Plaintiff Rodriguez, a resident of the County of Orange, was at all
18 various times herein relevant an employee of the Defendants. Plaintiff was
19 employed by the Defendants at some time during the period four years prior to the
20 commencement of this action in the County of Orange. He was employed by
21 Defendants during the relevant time period in a salaried position as "General
22 Manager," also referred to as "Store Manager" and was subject to Defendants'
23 unlawful practices during the relevant time period.

24 14. Plaintiff Avila, a resident of the County of San Bernardino, was at all
25 various times herein relevant an employee of the Defendants. Plaintiff was
26 employed by the Defendants at some time during the period four years prior to the
27 commencement of this action in the County of Los Angeles. He was employed by
28 Defendants during the relevant time period in a salaried position as "General

1 Manager,” also referred to as “Store Manager” and was subject to Defendants’
2 unlawful practices during the relevant time period.

3 15. Plaintiff Forey, a resident of the County of Los Angeles, was at all
4 various times herein relevant an employee of the Defendants. Plaintiff was
5 employed by the Defendants at some time during the period four years prior to the
6 commencement of this action in the County of Orange. He was employed by
7 Defendants during the relevant time period in a salaried position as “General
8 Manager,” also referred to as “Store Manager” and was subject to Defendants’
9 unlawful practices during the relevant time period.

10 16. Plaintiff Galvan, a resident of the County of Los Angeles, was at all
11 various times herein relevant an employee of the Defendants. Plaintiff was
12 employed by the Defendants at some time during the period four years prior to the
13 commencement of this action in the County of Los Angeles. He was employed by
14 Defendants during the relevant time period in a salaried position as “General
15 Manager,” also referred to as “Store Manager” and was subject to Defendants’
16 unlawful practices during the relevant time period.

17 17. Plaintiff Gulumian, a resident of the County of Los Angeles, was at
18 various times herein relevant an employee of the Defendants. Plaintiff was
19 employed by the Defendants at some time during the period four years prior to the
20 commencement of this action in the County of Los Angeles. He was employed by
21 Defendants during the relevant time period in a salaried position as “General
22 Manager,” also referred to as “Store Manager” and was subject to Defendants’
23 unlawful practices during the relevant time period.

24 18. Plaintiff Lam, a resident of the County of Los Angeles, was at various
25 times herein relevant an employee of the Defendants. Plaintiff was employed by
26 the Defendants at some time during the period four years prior to the
27 commencement of this action in the County of Los Angeles. He was employed by
28 Defendants during the relevant time period in a salaried position as “General

1 Manager,” also referred to as “Store Manager” and was subject to Defendants’
2 unlawful practices during the relevant time period.

3 19. Plaintiff McIlroy, a resident of the County of San Bernardino, was at
4 various times herein relevant an employee of the Defendants. Plaintiff was
5 employed by the Defendants at some time during the period four years prior to the
6 commencement of this action in the County of Orange. He was employed by
7 Defendants during the relevant time period in a salaried position as “General
8 Manager,” also referred to as “Store Manager” and was subject to Defendants’
9 unlawful practices during the relevant time period.

10 20. Plaintiff Tarzian, a resident of the County of Los Angeles, was at
11 various times herein relevant an employee of the Defendants. Plaintiff was
12 employed by the Defendants at some time during the period four years prior to the
13 commencement of this action in the County of Los Angeles. He was employed by
14 Defendants during the relevant time period in a salaried position as “General
15 Manager,” also referred to as “Store Manager” and was subject to Defendants’
16 unlawful practices during the relevant time period.

17 21. Plaintiff Tran, a resident of Houston Texas, was at various times
18 herein relevant an employee of the Defendants. Plaintiff was employed by the
19 Defendants at some time during the period four years prior to the commencement
20 of this action in the County of Orange. He was employed by Defendants during
21 the relevant time period in a salaried position as “General Manager,” also referred
22 to as “Store Manager” and was subject to Defendants’ unlawful practices during
23 the relevant time period.

24 22. Plaintiff Castillo, a resident of the County of San Bernardino, was at
25 all various times herein relevant an employee of the Defendants. Plaintiff was
26 employed by the Defendants at some time during the period four years prior to the
27 commencement of this action in the County of San Bernardino. He was employed
28 by Defendants during the relevant time period in a salaried position as “General

1 Manager,” also referred to as “Store Manager” and was subject to Defendants’
2 unlawful practices during the relevant time period.

3 23. Plaintiff Phung, a resident of the County of Los Angeles, was at all
4 various times herein relevant an employee of the Defendants. Plaintiff was
5 employed by the Defendants at some time during the period four years prior to the
6 commencement of this action in the County of Los Angeles. He was employed by
7 Defendants during the relevant time period in a salaried position as “General
8 Manager,” also referred to as “Store Manager” and was subject to Defendants’
9 unlawful practices during the relevant time period.

10 24. Plaintiffs ended their employment with Defendants, but were not
11 fully and timely paid wages as required by Labor Code sections 201-203,
12 including the overtime compensation claimed in this action.

13 25. Plaintiffs are informed and believe and thereon allege that Defendant
14 DOMINO’S PIZZA, LLC is a Michigan Limited Liability Corporation and was
15 the employer of the Plaintiffs during the relevant time period.

16 26. Plaintiffs are ignorant of the true names, capacities, relationships and
17 extent of participation in the conduct herein alleged, of the Defendants sued herein
18 as DOES 1 through 100, inclusive, but on information and belief allege that said
19 Defendants are legally responsible for the payment of overtime compensation, rest
20 and meal period compensation and/or Labor Code section 203 penalties to the
21 Plaintiffs virtue of their unlawful practices, and therefore sue these Defendants by
22 such fictitious names. Plaintiffs will amend this complaint to allege the true
23 names and capacities of the DOE Defendants when ascertained.

24 **GENERAL ALLEGATIONS**

25 27. During all, or a portion, of the relevant time period, Plaintiffs were
26 employed by Defendants and each of them, in the State of California.

27 28. Each Plaintiff was a non-exempt employee covered under one or
28 more Industrial Welfare Commission (IWC) Wage Orders, including Wage Order

1 Nos. 5-1989, 5-1998, 5-2000, 5-2001, (“Wage Orders”) and Labor Code section
2 510, and/or other applicable wage orders, regulations and statutes, and each
3 Plaintiff was not subject to an exemption for executive, administrative and
4 professional employees, which imposed an obligation on the part of the
5 Defendants to pay the Plaintiffs lawful overtime compensation and rest and meal
6 period compensation.

7 29. At various times during the relevant time period, overtime
8 compensation was required, including but not limited to after either or both eight
9 (8) hours of work in one (1) day or forty (40) hours in one week, depending upon
10 which Wage Order or statute was in effect. Further, the lawful requirement that the
11 Defendants pay overtime compensation was not subject to a reduction or various
12 exceptions, such as an alternative workweek allowing excessive or non-traditional
13 work hours, such as described in Labor Code sections 510 and 511, or the
14 applicable Wage Orders.

15 30. Each Plaintiff primarily performed non-exempt work in excess of the
16 maximum regular rate hours set by the IWC in the above Wage Orders,
17 regulations or statutes, and therefore entitled Plaintiffs to overtime compensation
18 at time and a half rate, and when applicable, double time rates as set forth by the
19 above Wage Orders, regulations and/or statutes.

20 31. Each Plaintiff ended their employment during the relevant time
21 period, but were not paid the above due overtime compensation timely upon the
22 termination of their employment as required by Labor Code sections 201-203, and
23 are entitled to penalties as provided by California Labor Code section 203.

24 32. During the relevant time period, the Defendants and each of them
25 required the Plaintiffs to work overtime without lawful compensation, in violation
26 of the various above applicable Wage Orders, regulations and statutes, and the
27 Defendants: (1) willfully failed and refused to pay lawful overtime compensation
28 to the Plaintiffs; and (2) willfully failed and refused, and refuse to pay wages

1 promptly when due upon termination of employment to each of the Plaintiffs.

2 33. During the relevant time period, the Defendants, and each of them
3 required the Plaintiffs to work without being given paid ten minute rest periods for
4 every four hours or major fraction thereof worked and without being given a 30-
5 minute meal period for shifts of at least five hours and second 30-minute meal
6 periods for shifts of at least ten hours during which Plaintiffs were relieved of all
7 duties and free to leave the premises, nor did Defendants pay any plaintiffs one
8 hour's pay at the employee's regular rate of pay as premium pay compensation for
9 failure to provide rest and/or meal periods.

10 34. General Manager and Store Manager positions are primarily involved
11 in pizza making and store cleanliness and related non-exempt functions. They are
12 not employed to manage Defendants' enterprise in managerial duties, and their
13 actual time in such managerial duties comprise only a small percentage of their
14 actual daily job duties. Hence, the work performed in the so-called "General
15 Manager" or "Store Manager" positions is not executive work related to the
16 management of the business of DOMINO'S PIZZA, LLC or a recognized
17 subdivision thereof but rather is non-exempt restaurant work.

18 CAUSES OF ACTION

19 **FIRST CAUSE OF ACTION** 20 **OVERTIME COMPENSATION DUE** 21 **(Plaintiffs against each Defendant)**

22 35. Plaintiffs incorporate paragraphs 1 through 34 of this complaint as if
23 fully alleged herein.

24 36. Plaintiffs are entitled to overtime compensation for overtime work
25 performed for the Defendants, in an amount according to proof. Pursuant to Labor
26 Code section 1194, the Plaintiffs seek the payment of all overtime compensation
27 which they earned and accrued after three (3) years prior to filing of this
28 complaint, according to proof.

37. Additionally, Plaintiffs are entitled to attorneys' fees, and costs,

1 pursuant to California Labor Code section 1194 and prejudgment interest.

2 Wherefore, Plaintiffs request relief as hereinafter prayed for.

3 **SECOND CAUSE OF ACTION**
4 **LABOR CODE § 203 PENALTIES**
5 **(Against all Defendants)**

6 38. Plaintiffs incorporate paragraphs 1 through 37 of this complaint as if
7 fully alleged herein.

8 39. Plaintiffs ended their employment with the Defendants during the
9 relevant time period and were entitled to be promptly paid lawful overtime
10 compensation and other premium compensation, as required by Labor Code
11 sections 201-203. Pursuant to Labor Code section 203, such Plaintiffs seek the
12 payment of penalties pursuant to Labor Code section 203, according to proof.

13 40. Additionally, Plaintiffs are entitled to attorneys' fees, and costs, and
14 prejudgment interest.

15 Wherefore, Plaintiffs request relief as hereinafter prayed for.

16 **THIRD CAUSE OF ACTION**
17 **REST PERIOD VIOLATIONS**
18 **(Against all Defendants)**

19 41. Plaintiffs incorporate paragraphs 1 through 40 of this complaint as if
20 fully alleged herein.

21 42. Plaintiffs are entitled to premium pay compensation for each day that
22 Defendants failed to properly provide one or more rest periods, and each day that
23 Defendants failed to properly provide one or more meal periods, or failed to
24 provide premium pay compensation in lieu thereof, in an amount according to
25 proof. The Plaintiffs seek the payment of all rest period compensation which they
26 are owed beginning three (3) years prior to filing of this complaint, according to
27 proof.

28 43. Additionally, Plaintiffs are entitled to attorneys' fees, and costs, and
prejudgment interest.

Wherefore, Plaintiffs request relief as hereinafter prayed for.

1 **FOURTH CAUSE OF ACTION**
2 **MEAL PERIOD VIOLATIONS**
3 **(Against all Defendants)**

4 44. Plaintiffs incorporate paragraphs 1 through 43 of this complaint as if
5 fully alleged herein.

6 45. Plaintiffs are entitled to premium pay compensation for each day that
7 Defendants failed to properly provide one or more meal periods for shifts of five
8 hours or more, or failed to provide premium pay compensation in lieu thereof, in
9 an amount according to proof. The Plaintiffs seek the payment of all meal period
10 compensation which they are owed beginning three (3) years prior to filing of this
11 complaint, according to proof.

12 46. Additionally, Plaintiffs are entitled to attorneys' fees, and costs and
13 prejudgment interest.

14 Wherefore, Plaintiffs request relief as hereinafter prayed for.

15 **FIFTH CAUSE OF ACTION**
16 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH**
17 **ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**
18 **(Against all Defendants)**

19 47. Plaintiffs incorporate paragraphs 1 through 46 as though fully set
20 forth herein.

21 48. Section 226(a) of the California Labor Code requires Defendants to
22 itemize in wage statements all deductions from payment of wages and to
23 accurately report total hours worked by Plaintiffs. Defendants have knowingly
24 and intentionally failed to comply with Labor Code section 226(a) on each and
25 every wage statement provided to Plaintiffs.

26 49. As a consequence of Defendants' knowing and intentional failure to
27 comply with Labor Code section 226(a), Plaintiffs are entitled to penalties not to
28 exceed \$4000 for each employee pursuant to Labor Code section 226(b), together
with interest thereon and attorneys' fees and costs.

Wherefore, Plaintiffs request relief as described below.

1 **SIXTH CAUSE OF ACTION**
2 **VIOLATION OF THE UNFAIR COMPETITION LAW**
3 **(Against all Defendants)**

4 50. Plaintiffs incorporate paragraphs 1 through 49 of this complaint as if
5 fully alleged herein.

6 51. The failure to pay lawful overtime compensation to each Plaintiff,
7 and timely pay all overtime compensation due upon termination of employment to
8 each Plaintiff, is an unlawful and unfair business practice within the meaning of
9 Business and Professions Code sections 17200, et seq. including but not limited to
10 a violation of the applicable State of California Industrial Welfare Commission
11 Wage Orders, regulations and statutes, or is otherwise a practice which is
12 otherwise unfair and unlawful, including that the Defendants did not pay tax
13 contributions on the accrued overtime compensation in the form of FICA, Social
14 Security, Medicare and Unemployment Insurance.

15 52. This cause of action is brought under Business and Professions Code
16 sections 17203 and 17204, commonly called the Unfair Competition Act. Under
17 this cause of action and pursuant to Business and Professions Code section 17208,
18 the Plaintiffs seek restitution of overtime wages, rest, and meal period premium
19 pay owed and where applicable, where such overtime wages were due each
20 Plaintiff during the relevant time period, commencing four (4) years prior to filing
21 of this complaint, according to proof.

22 53. This cause of action is brought as a cumulative remedy as provided in
23 Business and Professions Code section 17205, and is intended as an alternative
24 remedy for restitution for each Plaintiff, for the time period, or any portion
25 thereof, commencing within four (4) years prior to the filing of this complaint, and
26 as the primary remedy for each Plaintiff, for the time period of the fourth year
27 prior to the filing of this complaint, as such one year time period exceeds the
28 statute of limitations on statutory wage.

54. As a result of the Defendants' unlawful and unfair business practice

1 of failing to pay overtime and prompt payment of wages in violation of Labor
2 Code sections 201 and 202, each Plaintiff has suffered damages and is entitled to
3 restitution in an amount according to proof.

4 55. Further, Plaintiffs request the violations of the Defendants alleged
5 herein be enjoined, and other equitable relief as this court deems proper including
6 an order for the payment by the Defendants of tax contributions on the accrued
7 overtime compensation in the form of FICA, Social Security, Medicare,
8 Unemployment Insurance or other appropriate payments.

9 Wherefore, Plaintiffs request relief as hereinafter prayed for.

10 **SEVENTH CAUSE OF ACTION**
11 **DECLARATORY RELIEF**
12 **(Against all Defendants)**

13 56. Plaintiffs incorporate paragraphs 1 through 55 of this complaint as if
14 fully alleged herein.

15 57. An actual controversy has arisen and exists between the Plaintiffs, on
16 one hand and the Defendants on the other hand, including but not limited to the
17 following controverted issues:

18 a) Whether the Defendant willfully and unlawfully failed to pay
19 lawful overtime compensation to the Plaintiffs, and if so, in what amount Plaintiffs
20 are entitled to be paid, and the amount and appropriateness of the payment by the
21 Defendants of tax contributions on the accrued overtime compensation in the form
22 of FICA, Social Security, Medicare, Unemployment Insurance or other
23 appropriate payments;

24 b) Whether the Defendants willfully and unlawfully failed to
25 promptly pay Plaintiff's wages, which were owed at the time of their termination
26 of employment with Defendants, and if so, in what amount the Plaintiffs are
27 entitled to be paid as penalties pursuant to Labor Code section 203;

28 c) Whether the Defendants failed to pay Plaintiffs premium pay
for unprovided rest and meal periods and if so in what amount Plaintiffs are

1 entitled to be paid;

2 d) What amounts of pre-judgment interest the Plaintiffs are
3 entitled to receive from the Defendants.

4 58. Plaintiffs seek adjudication and a declaration of their rights on the
5 foregoing issues.

6 59. Further, Plaintiffs seek entry of declaratory judgment in their favor
7 which declares the practices of the Defendants as herein alleged, to be unlawful,
8 and for this court to make such orders as provide for recovery of all sums
9 determined by this court to be owed to the Plaintiffs by the Defendants, or for
10 other appropriate and just relief.

11 Wherefore, Plaintiffs request relief as hereinafter prayed for.

12 **EIGHTH CAUSE OF ACTION**
13 **INJUNCTIVE RELIEF**
14 **(Against all Defendants)**

15 60. Plaintiffs incorporate paragraphs 1 through 59 of this complaint as if
16 fully alleged herein.

17 61. As alleged above, the Defendants and each of them have in the past,
18 and will continue to do so in the future, unless enjoined, engage in the unlawful
19 practice of not paying lawful overtime compensation, not providing rest and meal
20 periods or paying premium pay in lieu thereof, and not promptly paying wages as
21 required by Labor Code sections 201-203, to Plaintiffs.

22 62. Plaintiffs have been injured and damaged, and will continue to be
23 injured and damaged by the continued practices of the Defendants of not paying
24 lawful overtime compensation, not providing rest and meal periods or paying
25 premium pay in lieu thereof, and not promptly paying wages as required by Labor
26 Code sections 201-203, to Plaintiffs who have no adequate remedy at law, and will
27 be irreparably harmed by the continuation of such unlawful practices of the
28 Defendants.

1 63. Because the Defendants have acted unlawfully as alleged above, and
2 will continue to so act in the absence of relief by this court, preliminary and
3 permanent injunctive relief is appropriate, enjoining the Defendants and their
4 agents from practicing such unlawful practices heretofore alleged.

5 Wherefore, Plaintiffs request relief as hereinafter prayed for.

6 **PRAYER FOR RELIEF**

7 **Wherefore, Plaintiffs pray as follows:**

8 1. That the court determine that the failure of the Defendants to pay
9 overtime compensation to each Plaintiff be adjudged and decreed to violate the
10 applicable IWC Wage Orders, regulations and statutes;

11 2. That the Defendants be ordered to pay and judgment be entered for
12 overtime wages for each Plaintiff on the First Cause of Action, according to proof;

13 3. For compensatory damages in an amount according to proof with
14 interest thereon;

15 4. For economic and/or special damages in an amount according to
16 proof with interest thereon;

17 5. That the Defendants be ordered to pay and judgment be entered for
18 Labor Code section 203 penalties to each Plaintiff on the Second Cause of Action,
19 according to proof;

20 7. That the Defendants be found to have engaged in unfair competition
21 in violation of Business and Professions Code sections 17200 et seq.;

22 8. That the Defendants be ordered and enjoined to pay restitution to
23 each Plaintiff due to its unlawful and unfair competition, wrongfully withheld
24 wages according to proof, and interest thereon pursuant to Business and
25 Professions Code sections 17203 and 17204, on the Fifth Cause of Action;

26 9. For a declaratory judgment on the Sixth Cause of Action;

27 10. For an accounting on the Seventh Cause of Action;

28 11. For preliminary and injunctive relief on the Eighth Cause of Action,

1 including the payment by the Defendants of tax contributions on the accrued
2 overtime compensation in the form of FICA, Social Security, Medicare,
3 Unemployment Insurance or other appropriate payments;

4 12. For attorneys' fees, interest, and costs of suit;

5 13. Otherwise determine the appropriate remedy to compensate each
6 Plaintiff as required to promote fairness and justice, including but not limited to
7 establishing procedures for compensation, compensation amounts and fluid
8 recovery if appropriate;

9 14. Prejudgment Interest; and

10 15. Any other relief as this court deems proper.

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13 COHELAN & KHOURY
14 LAW OFFICES OF JOSE R.GARAY,
15 A Professional Law Corporation
16 SCOTT COLE & ASSOCIATES, APC
17 Counsel for Plaintiffs

17 Dated: January 31, 2007

18 By: 

19 Michael D. Singer
20 Kimberly D. Neilson

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs hereby demand trial of their claims by jury to the extent
23 authorized by law.

24 COHELAN & KHOURY and
25 LAW OFFICES OF JOSE R.GARAY,
26 A Professional Law Corporation
27 SCOTT COLE & ASSOCIATES, APC
28 Counsel for Plaintiffs

26 Dated: January 31, 2007

27 By: 

28 Michael D. Singer
Kimberly D. Neilson