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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15
16 ROSA GUADALUPE GUEVERA SORTO,
FRANCISCA BELTRAN CHAVEZ and all
17 others similarly situated,

18 Plaintiffs,

19 v.

20 HILTON LOS ANGELES AIRPORT, HILTON
HOTELS CORPORATION, FORTUNA
21 ENTERPRISES, NORMA'S CORPORATION,
JANI-KING OF CALIFORNIA, INC., and
22 Does 1-100, inclusive,

23 Defendants.
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**CONFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

JUN 15 2010

John A. Clarke, Executive Officer/Clerk
By  Deputy
SHAUNYA WESLEY

Case No:

BC439727

CLASS ACTION COMPLAINT FOR:

**1. VIOLATION OF LOS ANGELES
MUNICIPAL CODE, CHAPTER X, ART.
4, SECTION 104.101 et seq. (AIRPORT
HOSPITALITY ENHANCEMENT ZONE
ORDINANCE NO. 178,432)**

**2. VIOLATION OF CALIFORNIA LABOR
CODE SECTION 2810 (UNDER-FUNDING
OF SUB-CONTRACTORS)**

**3. UNFAIR COMPETITION (CAL. BUS. &
PROF. CODE § 17200, et seq.)**

JURY TRIAL DEMANDED

1 On behalf of themselves and all others similarly situated, and on behalf of the general public,
2 ROSA GUADALUPE GUEVERA SORTO and FRANCISCA BELTRAN CHAVEZ (“Plaintiffs”),
3 bring this class action against Defendants Norma’s Corporation, Jani-King of California, Inc., Hilton Los
4 Angeles Airport, Hilton Hotels Corporation, Fortuna Enterprises, and Does 1-100, inclusive (collectively
5 “Defendants”) for earned but unpaid wages, restitution, liquidated damages, penalties, interest,
6 declaratory and injunctive relief, restitution, costs and attorneys’ fees resulting from Defendants’
7 unlawful conduct and unfair business practices, and as grounds therefor allege:

8 **INTRODUCTION**

9 1. Plaintiffs contend that Defendants failed to compensate them and other similarly situated
10 workers the wages required by the Los Angeles Municipal Code, and failed to meet other legal
11 requirements, all of which violate the Los Angeles Municipal Code, and various provisions of the
12 California Labor Code and IWC Wage Orders, with respect to their employment.

13 **PARTIES**

14 2. Plaintiffs ROSA GUADALUPE GUEVERA SORTO (“Sorto”) and FRANCISCA
15 BELTRAN CHAVEZ (“Chavez”) are current and/or past employees of Defendants who are and/or were
16 classified as nonexempt under the California Industrial Welfare Commission (“IWC”) Wage Orders and
17 paid on an hourly basis. Sorto and Chavez reside in Los Angeles County, California. Each of the
18 Plaintiffs and all members of the Plaintiff Class as defined below are, were, or will be employed by the
19 Defendants, within the State of California, County of Los Angeles, during the relevant statutory period.

20 3. Defendant Norma’s Corporation and Jani-King of California, Inc. and Does 1-10
21 (hereinafter “Norma’s Corporation”) conduct business within the County of Los Angeles, State of
22 California and own, control and/or operate a temporary employment agency and cleaning franchise
23 company, through which it hires temporary workers and franchisees specifically assigned to areas
24 designated by ordinance as the “Gateway to LA (Century Corridor) Property Business Improvement
25 District (Century Corridor PBID)” (hereafter referred to as the “LAX Corridor”).

26 4. Defendants Hilton Los Angeles Airport, Hilton Hotels Corporation, Fortuna Enterprises,
27 and Does 11-20 (hereafter “Hilton LAX”) conduct business within the County of Los Angeles, State of
28 California and own, control, lease, manage and/or operate a hotel in the LAX Corridor named the Hilton

1 Los Angeles Airport located at 5711 West Century Boulevard in Los Angeles, California 90045
2 (“Airport Hilton”). The Airport Hilton is designated or used for lodging and other related services for
3 the public, and contains 50 or more guest rooms, or suites of rooms.

4 5. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as
5 DOES 1 through 100, inclusive, and therefore sue these Defendants by such fictitious names and
6 capacities. Plaintiffs will seek leave to amend this complaint to allege the true names and capacities of
7 said fictitiously-named Defendants once they have been ascertained. Plaintiffs are informed and believe,
8 and on that basis allege, that at all relevant times, each of the fictitiously-named Defendants was an
9 agent or employee of the named Defendants and/or was acting within the course and scope of said
10 agency or employment at the time of the events herein alleged, and/or was acting directly or indirectly in
11 the interest of Defendants in relation to Plaintiffs and the Plaintiff Class. Plaintiffs are further informed
12 and believe and on that basis allege that each of the fictitiously-named Defendants aided and assisted the
13 named Defendants in committing the wrongful acts alleged herein, and that Plaintiffs’ damages, as
14 alleged herein, were proximately caused by such Defendants. To the extent that the conduct and
15 omissions alleged herein were perpetrated by one or more Defendants, the remaining Defendants
16 confirmed and ratified said conduct and omissions.

17 6. Plaintiffs are informed and believe and thereupon allege that at all times material herein,
18 each Defendant named herein, including DOES 1 through 100, acted as the agent, joint venturer,
19 representative, or alter ego of or for the other Defendants, and all aided and abetted the wrongful acts of
20 the others.

21 7. Plaintiffs bring their claims on behalf of a class (“Plaintiff Class”) which consists of all
22 nonexempt current, former, and future employees employed by defendant Norma’s Corporation and
23 jointly employed by Hilton LAX, and working at the Airport Hilton and whose duties include or
24 included providing housekeeping and hotel guest services and related functions during the relevant
25 statutory period (“Class Period”).

26 8. Members of the Plaintiff Class did not and do not receive the wages they are entitled to
27 under Los Angeles Municipal Code Chapter X, Article 4, Section 104.101 et. seq. (Ord. No. 178,432).
28 Members of the Plaintiff Class were and are not compensated in the amounts required by the ordinance.

1 Defendants' failure to pay and properly compensate the Plaintiff Class for their work, was and is a result
2 of unlawful policies and practices that were commonly applied to all members of the Plaintiff Class.

3 9. Plaintiffs also bring this action on behalf of themselves, the general public, and all others
4 similarly situated pursuant to Business and Professions Code §§ 17200, *et seq.*

5 **FACTUAL ALLEGATIONS**

6 10. Throughout the relevant statutory period, Plaintiffs and all members of the Plaintiff Class
7 were and are nonexempt employees of Defendants, entitled to all of the protections afforded to
8 nonexempt employees under the Los Angeles Municipal Code, Labor Code and applicable IWC Wage
9 Orders.

10 11. At all relevant times, Defendants failed to pay Plaintiffs and the Plaintiff Class
11 compensation required by the Los Angeles Municipal Code and to comply with other requirements of
12 those statutes as alleged herein.

13 12. On or about February 2007, The Los Angeles City Council passed, and Mayor
14 Villaraigosa signed, the Airport Hospitality Enhancement Zone Ordinance ("AHEZO"), requiring
15 hospitality businesses operating in the LAX Corridor, to pay a living wage, adjusted each year to
16 correspond with changes in the Consumer Price Index (Attached hereto as Exhibit 1). Subsequent court
17 challenges were filed by the very same Defendants named in the instant matter, until the United States
18 District Court, in *Fortuna Enters., L.P. v. City of L.A.*, 673 F. Supp. 2d 1000 (C.D. Cal. 2008),
19 ultimately found the AHEZO enforceable. Ordinance No. 178, 432 was codified as Los Angeles
20 Municipal Code Chapter X, Art. 4, Section 104.101 *et. seq.* Defendants, at all times subsequent to the
21 effective date of said ordinance compensated members of the plaintiff class by paying lower wages than
22 those required by the ordinance.

23 13. Defendants continue to refuse to pay employees the wages required by the AHEZO.

24 14. The underpayment of wages to the Plaintiffs and the Plaintiff Class is a consequence of
25 Defendants' unlawful compensation and labor policies and practices which were centrally devised,
26 implemented, communicated, and applied to all members of the Plaintiff Class.

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1 ascertainable but so numerous that joinder is impracticable. The Plaintiff Class includes future class
2 members whose joinder is inherently impossible.

3 23. Typicality. The claims of the Class Representatives are typical of the claims of the class
4 as a whole. Each of the Class Representatives is and/or was employed by Defendants during the relevant
5 statutory period. Each of the Class Representatives was underpaid, and continues to be underpaid,
6 because of Defendants' unlawful employment policies and practices. The unlawful policies and
7 practices that have operated to deny the Class Representatives wages, and other compensation, benefits,
8 and protections required by law are typical of the unlawful practices that have and will continue to
9 operate to deny other class members the compensation and benefits to which they are entitled.

10 24. Common Questions Of Law And Fact. This case poses common questions of law and
11 fact affecting the rights of all class members, including but not limited to:

- 12 • Defendants' status as joint employers of Norma's Corporation employees;
- 13 • Whether Hilton LAX knew or should have known about and/or ratified the
14 widespread violations of wage, hour and other labor laws suffered by hotel
15 workers working in their hotels;
- 16 • The status of Norma's Corporation as the agent of Hilton LAX for the purpose of
17 securing labor, and the legal consequences of that agency;
- 18 • Whether Hilton LAX conspired with Norma's Corporation in an effort to bypass
19 defendants' obligations to the plaintiff class;
- 20 • What relief is necessary to remedy defendants' unfair and unlawful conduct as
21 herein alleged; and
- 22 • Whether Defendants' violation of the LAMC was willful.

23 25. Adequacy Of Class Representation. The Class Representatives can adequately and fairly
24 represent the interests of the Plaintiff Class as defined above, because their individual interests are
25 consistent with, not antagonistic to, the interests of the class.

26 26. Adequacy Of Counsel For The Class. Counsel for Plaintiffs possess the requisite
27 resources and ability to prosecute this case as a class action and are experienced labor and employment
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1 attorneys who have been certified as class counsel and successfully litigated other cases involving
2 similar issues including class actions.

3 27. Propriety of Class Action Mechanism. Class certification is appropriate because
4 Defendants have implemented a scheme which is generally applicable to the Plaintiff Class, making it
5 appropriate to issue final injunctive relief and corresponding declaratory relief with respect to the class
6 as a whole. Class certification is also appropriate because the common questions of law and fact
7 predominate over any questions affecting only individual members of the class. Further, the prosecution
8 of separate actions against Defendants by individual class members would create a risk of inconsistent or
9 varying adjudications which would establish incompatible standards of conduct for Defendants. For all
10 these and other reasons, a class action is superior to other available methods for the fair and efficient
11 adjudication of the controversy set forth in this complaint.

12 ALLEGATIONS OF CLASS REPRESENTATIVES

13 28. Rosa Guadalupe Guevara Sorto. Sorto worked at Hilton LAX on and off for
14 approximately two years as a Room Attendant employed by or through Norma's Corporation.
15 Throughout her employment with Defendants, Ms. Sorto has been classified as a nonexempt employee.
16 Throughout her employment with Defendants, Ms. Sorto has been paid less than the minimum wage
17 required by the ordinance.

18 29. Francisca Beltran Chavez. Chavez worked at Hilton LAX for approximately three years
19 on and off as a room attendant employed by or through Norma's Corporation. Throughout her
20 employment with Defendants, Chavez has been classified as a nonexempt employee. Throughout her
21 employment with Defendants, Chavez has been paid less than the minimum wage required by the
22 ordinance.

23 FIRST CAUSE OF ACTION

24 **For Failure to Pay a Living Wage**

25 **by Plaintiffs Individually and on Behalf of The Plaintiff Class Against All Defendants**

26 **(Los Angeles Municipal Code Chapter X, Art. 4; City Ordinance No. 178,432)**

27 30. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1
28 through 29 above.

1 31. Plaintiffs' entitlement to sue under Los Angeles Municipal Code Chapter X, Art. 4; City
2 Ordinance No. 178,432. Section 104.109 established:

3 A. A Hotel Worker claiming violation of this article may bring an action in the Superior
4 Court of the State of California against a Hotel Employer and may be awarded:

5 1. For failure to pay wages required by this article – backpay for each day during which
6 the violation continued.

7 2. For failure to pay health benefits – the differential between the wage required by
8 this article without benefits and the wage with benefits, less amounts paid, if any, toward
9 health benefits.

10 3. For retaliatory action – reinstatement, backpay, and other legal or equitable relief
11 the court may deem appropriate.

12 4. For willful violations, the amount of monies to be paid under Paragraphs 1 through 3
13 shall be trebled.

14 B. If a Hotel Worker is the prevailing party in any legal action taken pursuant to this section,
15 the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

16 C. Notwithstanding any provision of this Code or any other ordinance to the contrary, no
17 criminal penalties shall attach for violation of this article.

18 32. At all times relevant to this action, defendants, and each of them, failed and refused to
19 pay plaintiffs minimum wage for all hours worked in amounts to be proven at trial. Plaintiffs Sorto and
20 Chavez consent to be parties to this action.

21 33. Defendants' failure to provide minimum compensation for all hours worked by plaintiffs
22 with the knowledge, consent, and expectation of defendants' supervisors and other managing agents
23 constitutes a deliberate and willful violation of Los Angeles Municipal Code Chapter X, Art. 4; City
24 Ordinance No. 178,432.

25 34. Plaintiff hotel workers were joint employees of Defendants. All members of the class are
26 or were employees of Norma's Corporation and/or each is and/or was an employee of Hilton LAX, for
27 which he or she performed services. At all material times, all defendants have acted as employer of the
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1 plaintiff class and are or were “employing” them within the meaning of the law of California and under
2 principles of common law.

3 35. Each Defendant acted as a joint employer. As plaintiff hotel workers’ joint employers,
4 under common law and statutory definitions, defendants are all jointly and severally liable for the
5 plaintiff hotel workers back pay, liquidated damages, and other relief.

6 36. Plaintiffs are informed and believe, and on that basis allege, that defendants, and each of
7 them, at all times material to this Complaint, have acted as joint employers with respect to the class of
8 hotel workers because defendants have:

- 9 (a) jointly exercised meaningful control over the work performed by plaintiff hotel workers;
- 10 (b) jointly exercised meaningful control over plaintiffs’ wages, hours and working
11 conditions, including the quantity, quality standards, speed, scheduling, and operative
12 details of the tasks plaintiffs performed;
- 13 © jointly required that plaintiffs perform work which is an integral part of defendants’
14 businesses, and
- 15 (d) jointly exercised control over the plaintiffs in that members of the class, as a matter of
16 economic reality, are dependent upon defendant Hilton LAX as well as defendant
17 Norma’s Corporation, who share the power to set plaintiffs’ wages and determine their
18 working conditions, and who jointly reap profits from the underpayment of their wages
19 and noncompliance with other statutory provisions governing their employment, and for
20 other related reasons.

21 37. Defendant Hilton LAX effectively controls the employment of the plaintiffs and
22 knew or should have known that members of the class have been and continue to be routinely underpaid
23 for their labor. Defendant Hilton LAX effectively controls the wages, hours and working conditions of
24 the members of the class in the following manner:

- 25 (a) As a practical matter, the only commodity defendant Norma’s Corporation sells to
26 defendant Hilton LAX is the labor performed by members of the plaintiff class. Since
27 plaintiffs receive no health and welfare benefits, medical insurance, pension, paid
28 vacation, sick or bereavement leave in connection with their employment, nearly all of

1 the overhead of Norma's Corporation goes to pay plaintiffs' wages. The remainder of the
2 monies paid by defendant Hilton LAX to secure plaintiffs' labor is retained by defendant
3 Norma's Corporation as profit.

4 (b) Defendant Hilton LAX knows, or in the exercise of reasonable diligence should know,
5 the precise number of work-hours required to clean their hotels. Plaintiffs are informed
6 and believe and on that basis allege that Hilton LAX acquired such knowledge through,
7 *inter alia*, recording and compensating the time formerly spent by their own direct
8 employees on tasks identical to those now performed by the members of the class,
9 conducting time-motion studies of the labor time required to clean their hotels, and/or
10 performing calculations according to industry standards which establish the labor time
11 required to clean their stores on a per square-foot or per location basis. Additionally, the
12 agents, employees and managers of Hilton LAX are present and observe the work-hours
13 required to clean the stores.

14 (c) Defendant Hilton LAX thus knows the work-hours required to clean their hotels, their
15 staffing levels, the hours worked by janitors on their premises, the total contract price for
16 plaintiffs' labor, and the fact that the contract price available to pay plaintiffs' wages is
17 reduced by the profit margin of defendant Norma and any small amount of overhead
18 expenses it may incur. Defendant Hilton LAX is presumed to know the law, including
19 but not limited to the AHEZO. At all relevant times herein they have been on inquiry or
20 actual notice that members of the class were and are routinely underpaid for their labor. In
21 knowing or reckless disregard of these facts, Hilton LAX has negotiated and/or continue
22 to negotiate labor contract agreements with Norma's Corporation and set prices so low
23 that they are insufficient to provide plaintiff class with the wages and other wages and
24 benefits required by law.

25 (d) Individual plaintiff hotel workers and the members of the class they seek to represent are
26 directly supervised by managers, supervisors and/or foremen employed by defendant
27 Hilton LAX, who determine what tasks class members are to perform, the location,
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1 manner, means, schedule and speed they are to do their work, and the cleaning
2 implements and chemicals they are to use.

3 38. During the Class Period, Defendants routinely failed to provide the Plaintiffs and the
4 Plaintiff Class with the living wage minimum compensation, as required by Los Angeles Municipal
5 Code Chapter X, Art. 4; City Ordinance No. 178,432.

6 39. As alleged herein, Plaintiffs and the Plaintiff Class were and are not exempt from the
7 living wage ordinance.

8 40. Plaintiffs and the Plaintiff Class have been deprived of their rightfully earned
9 compensation as a direct and proximate result of Defendants' failure and refusal to pay said
10 compensation. Plaintiffs and the Plaintiff Class are entitled to recover such amounts pursuant to Los
11 Angeles Municipal Code Chapter X, Art. 4, Section 104.109, plus interest thereon, attorney's fees and
12 costs. Defendants are liable to the members of the class as joint employers for class members' damages.
13 Further, Defendants willful disregard of the requirements of the ordinance entitles Plaintiffs and the
14 Plaintiff class to recover treble damages for unpaid wages and retaliation.

15 **SECOND CAUSE OF ACTION**

16 **For Underfunding of Contractors**

17 **by Plaintiffs Individually on behalf of The Plaintiff Class Members and the Public Against all**

18 **Defendant Hilton LAX**

19 **(California Labor Code Section 2810)**

20 41. Plaintiffs reallege and incorporate by reference paragraphs 1 through 29, inclusive, as if
21 fully set forth herein.

22 42. This claim is brought by the Plaintiffs on behalf of themselves, the Plaintiff Class, and the
23 general public, pursuant to Labor Code § 2810. Labor Code § 2810 prohibits persons or entities from
24 entering into contracts or agreements for labor or services with a construction, farm labor, garment,
25 janitorial, or security guard contractor where the person or entity knows or should know that the contract
26 or agreement does not include funds sufficient to allow the contractor to comply with all applicable
27 local, state, and federal laws or regulations governing the labor or services to be provided.
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1 43. Defendant Hilton LAX knew or should have known that the contract entered into with
2 Norma's Corporation., did not provide sufficient funds to comply with California Labor Code minimum
3 wage and overtime requirements, and the living wage and other legal requirements of Los Angeles
4 Municipal Code Chapter X, Article 4, the California Labor Code, and applicable IWC Wage Orders.

5 44. Under Labor Code § 2810 an employee who is aggrieved by a violation of the law may
6 file an action for damages to recover the greater of all of his or her actual damages or \$250 per employee
7 per violation for an initial violation and \$1000 per employee for each subsequent violation. Upon
8 prevailing in an action, the employee also may recover costs and reasonable attorney's fees.

9 **THIRD CAUSE OF ACTION**

10 **For Unfair Competition**

11 **by Plaintiffs Individually on behalf of The Plaintiff Class Members and the Public Against all**
12 **Defendants**

13 **(California Business & Professions Code Section 17200, *et seq.*)**

14 45. Plaintiffs reallege and incorporate by reference paragraphs 1 through 44, inclusive, as if
15 fully set forth herein.

16 46. This claim is brought by the Plaintiffs on behalf of themselves, the Plaintiff Class, and the
17 general public, pursuant to Business and Professions Code §§ 17200, *et seq.* Defendants' conduct as
18 alleged herein has been, and continues to be, an unfair, unlawful, and fraudulent business practice which
19 has been and continues to be deleterious to Plaintiffs and to those similarly situated and to the general
20 public. Business and Professions Code §§ 17200, *et seq.* prohibits unlawful, unfair, and fraudulent
21 business practices. Plaintiffs seek to enforce important rights affecting the public interest within the
22 meaning of Code of Civil Procedure § 1021.5.

23 47. Plaintiffs are "persons" within the meaning of Business and Professions Code § 17204,
24 with standing to bring this suit for injunctive relief, restitution, disgorgement, and other appropriate
25 equitable relief on behalf of all similarly-situated employees and on behalf of the general public.

26 48. Labor Code § 90.5(a) sets forth the public policy of this State to enforce minimum labor
27 standards vigorously, to ensure that employees are not required or permitted to work under substandard
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1 and unlawful conditions, and to protect employers who comply with the law from those who attempt to
2 gain a competitive advantage by failing to comply with minimum labor standards.

3 49. Through the conduct alleged herein, Defendants have acted contrary to these public
4 policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and
5 unfair business practices in violation of Business and Professions Code §§ 17200, *et seq.*, depriving the
6 Plaintiffs, members of the Plaintiff Class, and other interested persons of rights, benefits, and privileges
7 guaranteed to all employees in California.

8 50. At all times relevant to this action, Defendants have committed unfair and unlawful
9 business practices within the meaning of Business & Professions Code §§ 17200, *et seq.* by engaging in
10 conduct which includes, but is not limited to, violating Los Angeles Municipal Code Chapter X, Art. 4,
11 City Ordinance No. 178,432, failing to properly calculate and pay legally-required compensation,
12 misclassifying employees as independent contractors, and knowingly contracting for services at prices
13 too low to permit compliance with minimum labor standards and thus depriving plaintiffs with the
14 wages, benefits and protections to which they were entitled by law.

15 51. As a direct and proximate result of these unfair business practices, Defendants have
16 received and continue to receive funds that rightfully belong to Plaintiffs.

17 52. Plaintiffs are entitled to, and hereby seek such relief as may be necessary to restore to
18 them the funds of which Plaintiffs have been deprived, by means of Defendants' unlawful and unfair
19 business practices.

20 53. Pursuant to Business and Professions Code § 17203, injunctive relief is necessary to
21 prevent Defendants from continuing to engage in unfair business practices as alleged herein.
22 Defendants, and persons acting in concert with them, have done, are now doing, and will continue to do
23 or cause to be done, the above-described unlawful acts unless restrained and enjoined by this Court.
24 Unless the relief prayed for below is granted, a multiplicity of actions will result. Plaintiffs have no
25 plain, speedy, or adequate remedy at law, in that it is difficult to measure the amount of monetary
26 damages that would compensate Plaintiffs or the general public for Defendants' wrongful acts. Further,
27 pecuniary compensation alone would not afford adequate and complete relief. The above-described acts
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1 will cause great and irreparable damage to Plaintiffs and the general public if injunctive relief is not
2 granted.

3 54. Business and Professions Code § 17203 provides that the Court may restore to an
4 aggrieved party any money or property acquired by means of unlawful and unfair business practices.
5 Plaintiffs seek restitution of all unpaid wages owing to the members of the class, according to proof, as
6 well as disgorgement of all profits which defendants have enjoyed as a result of their unfair business
7 practices.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs respectfully pray that this Court award relief as follows:

- 10 1. An order certifying this case as a class action;
- 11 2. Unpaid wages, and statutory penalties, according to proof;
- 12 3. Treble damages pursuant to Los Angeles Municipal Code, Chapter X, Art. 4, Section
13 104.109;
- 14 4. Preliminary and permanent injunctions enjoining and restraining Defendants from
15 continuing the unfair and unlawful business practices set forth above and requiring the
16 establishment of appropriate and effective means to prevent future violations;
- 17 5. Restitution of all unpaid wages and benefits due as a result of Defendants' unlawful and
18 unfair business practices, according to proof;
- 19 6. Declaratory relief;
- 20 7. Reasonable attorneys' fees and costs;

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- 1 8. Interest accrued on damages and penalties pursuant to Labor Code § 218.6 and Civil
2 Code § 3287; and
3 9. Such other and further relief as the Court deems just and proper.
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5 DATED: June 16, 2010

Respectfully submitted,

6 HADSELL STORMER KEENY
7 RICHARDSON & RENICK, LLP
8 LAW OFFICES OF MARC COLEMAN
9

10 By _____
11 Virginia Keeny
12 Attorneys for Plaintiffs
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15 **JURY TRIAL DEMAND**

16 Plaintiffs hereby demand a jury trial on all issues so triable.
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18 DATED: June 16, 2010

Respectfully submitted,

19 HADSELL STORMER KEENY
20 RICHARDSON & RENICK, LLP
21 LAW OFFICES OF MARC COLEMAN

22 By _____
23 Virginia Keeny
24 Attorneys for Plaintiffs
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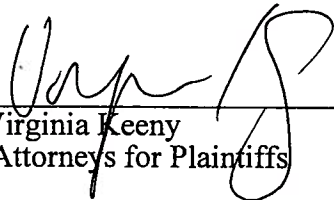
1 8. Interest accrued on damages and penalties pursuant to Labor Code § 218.6 and Civil
2 Code § 3287; and

3 9. Such other and further relief as the Court deems just and proper.
4

5 DATED: June 16, 2010

Respectfully submitted,

6 HADSELL STORMER KEENY
7 RICHARDSON & RENICK, LLP
8 LAW OFFICES OF MARC COLEMAN

9
10 By 
11 Virginia Keeny
12 Attorneys for Plaintiffs

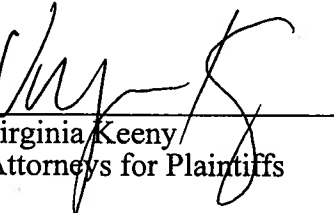
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14 **JURY TRIAL DEMAND**

15 Plaintiffs hereby demand a jury trial on all issues so triable.
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17 DATED: June 16, 2010

Respectfully submitted,

18 HADSELL STORMER KEENY
19 RICHARDSON & RENICK, LLP
20 LAW OFFICES OF MARC COLEMAN

21 By 
22 Virginia Keeny
23 Attorneys for Plaintiffs