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 Los Angeles Superior Court

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SUPERIOR COURT OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**

20 NICOLE LEISINGER-REED, TANYA L.
 21 FOX, and VE MAGNI, individually and on
 22 behalf of all similarly situated current and
 23 former employees,

Plaintiffs,

v.

24 EQUINOX HOLDINGS, INC., a Delaware
 25 Corporation; EQUINOX WEST
 26 HOLLYWOOD, INC., a California
 27 Corporation; and, DOES 1 through 10,
 28 inclusive,

Defendants

CASE NO. BC481860

**FIRST AMENDED CLASS ACTION
 COMPLAINT**

BY FAX

1) Failure to Pay Minimum Wages and
 Overtime Wages (Lab. Code §§ 510, 1194)

2) Failure to Provide Rest Periods or
 Compensation in Lieu of
 (Lab. Code § 226.7)

3) Failure to Provide Meal Periods or
 Compensation in Lieu of
 (Lab. Code §§ 226.7, 512)

4) Knowing and Intentional Failure to
 Provide Itemized Wage Statements
 (Lab. Code, § 226 (a)(b))

5) Failure to Pay Wages at Termination
 (Lab. Code, §§ 201-203)

6) Violations of Unfair Competition Law
 (Bus. & Prof. Code, §§ 17200-17208)

DEMAND FOR JURY TRIAL

1 Plaintiffs NICOLE LEISINGER-REED, TANYA L. FOX, and VE MAGNI, on behalf of
2 themselves and all others similarly situated, complain and allege as follows:

3 I.

4 **INTRODUCTION**

5 1. This case arises from Defendants' failure to pay employees minimum wages for all hours
6 worked, failure to pay the proper overtime rate, failure to authorize and permit paid rest periods,
7 failure to schedule services to enable all statutory off-duty meal periods to be taken, failure to provide
8 proper wage statements, and failure to pay all wages owed at separation to separated employees. It is
9 brought on behalf of certain California employees currently employed by, or formerly employed by,
10 Defendants EQUINOX HOLDINGS, INC., a Delaware corporation, conducting business throughout
11 California, including through, EQUINOX WEST HOLLYWOOD, INC., a California Corporation and
12 DOES 1 through 10 (collectively referred to as "Defendants" or "EQUINOX"). The proposed
13 Plaintiff Class consists of massage therapists, estheticians, nail technicians, and other similarly situated
14 California employees of Defendants ("Non-Exempt Employees") who, during the class period, which
15 is defined as four years prior to filing the complaint through the time of trial, did not receive minimum
16 wages, overtime wages, accurate itemized wage statements, were denied meal or rest periods, were not
17 paid all wages due at termination, or experienced other wage and hour law violations.

18 2. During the class period, Defendants had a consistent policy of failing to pay minimum
19 wages and overtime wages for all hours worked to Non-Exempt Employees in California, including
20 Plaintiffs, in violation of California state wage and hour laws.

21 3. During the class period, Defendants had a consistent policy requiring Non-Exempt
22 Employees in California, including Plaintiffs, to work through meal periods or work without a meal
23 period for at least five (5) hours of a shift and of failing to pay such employees one (1) hour of pay at
24 the employees' regular rate of compensation for each workday that the meal period was not provided,
25 or other compensation, as required by California state wage and hour laws.

26 4. During the class period, Defendants had a consistent policy of failing to authorize,
27 or permit Non-Exempt Employees in California, including Plaintiffs, rest periods of at least ten (10)
28 minutes per four (4) hours, or major fraction, worked, and failing to pay such employees one (1) hour

1 of pay at their regular rate of compensation for each workday that the rest period is not provided, or
2 other compensation, as required by California state wage and hour laws.

3 5. During the class period, Defendants have fraudulently and inaccurately provided
4 wage statements to Non-Exempt Employees, including Plaintiffs, that did not correctly include,
5 among other things, the number of hours worked, the hourly rate of pay, the number of services
6 completed, the formula for payment, or compensation for the lack of paid rest periods, and meal
7 periods which could not be taken.

8 6. During the class period, Defendants had a consistent policy of failing to pay Non-Exempt
9 Employees in California, including Plaintiffs Fox and Magni, all wages due at termination, in violation
10 of California state wage and hour laws.

11 7. Plaintiffs, on behalf of themselves and all Class Members, bring this action
12 pursuant to Labor Code §§ 201, 202, 203, 204, 226.7, 510, and 1194, seeking unpaid minimum wages,
13 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

14 8. Plaintiffs, on behalf of themselves and all Class members, bring this action pursuant to
15 Business and Professions Code §§ 17200-17208, seeking injunctive relief, restitution, and
16 disgorgement of all benefits obtained by Defendants by failing to pay minimum wages.

17 II.

18 JURISDICTION AND VENUE

19 9. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil
20 Procedure, section 395. Defendants conduct business and commit Labor Code violations in Los
21 Angeles County, and each Defendant is within the jurisdiction of this Court for service of process
22 purposes. The unlawful acts alleged have a direct effect on Plaintiffs and those similarly situated
23 within the State of California and Los Angeles County. Defendants employ numerous Class Members
24 in Los Angeles County. The California Superior Court also has jurisdiction in this matter because the
25 individual members of the classes are under the seventy-five thousand dollar (\$75,000.00)
26 jurisdictional threshold for Federal Court and the aggregate claim is under the five million dollar
27 (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. The claims are based solely on
28 California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure,

Civil Code, and Business and Professions Code, and there is no federal question at issue.

III.

THE PARTIES

A. The Plaintiffs

10. Plaintiff Nicole Leisinger-Reed is a resident of Los Angeles County, California. At all relevant times herein, Plaintiff was employed by Defendants as a Massage Therapist in Los Angeles County, California, and was employed by Defendants as a non-exempt employee during the liability period.

11. Plaintiff Tanya L. Fox is a resident of Los Angeles County, California. At all relevant times herein, Plaintiff was employed by Defendants as a Massage Therapist and Esthetician in Los Angeles County, California, and was employed by Defendants as a non-exempt employee during the liability period.

12. Plaintiff Ve Magni is a resident of Los Angeles County, California. At all relevant times herein, Plaintiff was employed by Defendants as an Esthetician in Los Angeles County, California, and was employed by Defendants as a non-exempt employee during the liability period.

B. The Defendants

13. Defendant, EQUINOX HOLDINGS, INC., a Delaware Corporation, and its subsidiaries or affiliated companies, are engaged in the ownership, management, and/or operation of spas providing massage, and other personal services, in Los Angeles County and throughout California. During the liability period, Defendants employed Plaintiffs and similarly situated persons as Plaintiff Class members within California and Los Angeles County. On information and belief, EQUINOX is conducting business in good standing in California.

14. Defendant EQUINOX WEST HOLLYWOOD, INC., a California Corporation, and any subsidiaries or affiliated companies, are engaged in the ownership, management, and/or operation of spas providing massage, and other personal services, located in Los Angeles County and throughout California. During the liability period, Defendants employed Plaintiffs and similarly situated persons as Plaintiff Class members within California and Los Angeles County. On information and belief, EQUINOX WEST HOLLYWOOD, INC. is conducting business in good standing in California.

IV.

14 17. At all times during the liability period, Defendants have conducted business by operating
15 spas and selling spa supplies in Los Angeles County and elsewhere within California.

16 18. Defendants' spas are staffed by non-exempt massage therapists, estheticians, nail
17 technicians, and other similar positions. Upon information and belief, these employees work in non-
18 exempt, non-managerial positions, and have not, during the relevant liability period, been paid
19 minimum wages or overtime wages for all hours worked, not been paid overtime at the correct
20 statutory rate, have not been provided uninterrupted thirty-minute meal periods for work periods of at
21 least five (5) hours, and have not been permitted to take paid ten-minute rest periods for work periods
22 of four (4) hours or major fractions, pursuant to the Labor Code, Industrial Welfare Commission Wage
23 Order 2-2001 and other applicable Wage Orders.

19. Plaintiffs are informed and believe, and on that basis allege, Defendants currently employ, and during the relevant time period have employed, hundreds of employees in the State of California in non-exempt positions such as massage therapists, estheticians, nail technicians, and/or other similarly situated positions.

28 20. Plaintiff Class members are, and at all relevant times have been, non-exempt employees

1 within the meaning of California Labor Code, and the implementing rules and regulations of the IWC
2 California Wage Orders.

3 21. During the class period, named Plaintiffs and members of the Plaintiff Class were
4 employed by Defendants and paid on a commission or minimum wage basis.

5 22. During the class period, Plaintiffs and members of the Plaintiff Class were required to
6 report to work and remain on the premises, whether or not providing commissionable services.

7 23. During the class period, Plaintiffs and the members of the Plaintiff Class were required to
8 perform marketing, attend training sessions, attend staff meetings, and perform other work duties, but
9 were not paid for the hours they were required to perform these duties.

10 V.

11 CLASS ACTION ALLEGATIONS

12 24. Plaintiffs bring this action on behalf of themselves and all other similarly situated persons
13 as a class action pursuant to California Code of Civil Procedure section 382. Plaintiffs seek to
14 represent a Class composed of and defined as follows:

15 All of Defendants' California employees who worked under a
16 policy compensating them at either a "standard rate" or an
17 "enhanced rate" at any time four years prior to the filing of this
action through the date of trial ("Relevant Time Period").

18 25. Further, Plaintiffs brings this action on behalf of themselves and all other similarly
19 situated persons in a Sub-Class of the Plaintiff Class, which is defined as:

20 Plaintiff Sub-Class: All Class Members compensated only at the
21 "enhanced rate" and not paid supplemental minimum wage for
hours worked in which no commissions were earned.

22 26. Further, Plaintiffs brings this action on behalf of themselves and all other similarly
23 situated persons in a Sub-Class of the Plaintiff Class, which is defined as:

24 Plaintiff Sub-Class: All Class Members that worked in excess of
25 eight hours per day or forty hours per week and were not paid the
26 proper amount of overtime wages by virtue of not counting non-
27 commissionable time in daily hours worked and/or miscalculating
the regular rate of pay by not including minimum wage required to
be paid under California law but not paid during non-
28 commissionable work hours.

1 27. Further, Plaintiffs brings this action on behalf of themselves and all other similarly
2 situated persons in a Sub-Class of the Plaintiff Class, which is defined as:

3 Plaintiff Sub-Class: All Class Members that were paid only when
4 performing a service and for that reason did not receive paid ten-
5 minute rest periods for work of four hours, or major fractions
6 thereof.

7 28. Further, Plaintiffs brings this action on behalf of themselves and all other similarly
8 situated persons in a Sub-Class of the Plaintiff Class, which is defined as:

9 Plaintiff Sub-Class: All Class Members who performed work
10 duties based on a schedule created by Defendants which precluded
11 them from taking an off-duty meal period.

12 29. Further, Plaintiffs brings this action on behalf of themselves and all other similarly
13 situated persons in a Sub-Class of the Plaintiff Class, which is defined as:

14 Plaintiff Sub-Class: All Class Members to whom Defendants failed
15 to pay all wages due to upon termination or resignation under
16 Labor Code, §§ 201-203.

17 30. Further, Plaintiffs brings this action on behalf of themselves and all other similarly
18 situated persons in a Sub-Class of the Plaintiff Class, which is defined as:

19 Plaintiff Sub-Class: All Class Members to whom Defendants
20 improperly failed to provide accurate itemized wage statements
21 under Labor Code § 226(b).

22 31. Plaintiffs reserve the right under Rule 3.765(b), California Rules of Court, to amend or
23 modify the Class description with greater specificity or further division into subclasses or limitation to
24 particular issues.

25 32. This action has been brought and may be properly maintained as a class action under the
26 provisions of California Code of Civil Procedure section 382 because there is a well-defined
27 community of interest in the litigation and the proposed Class is easily ascertainable.

28 **A. Numerosity**

 33. The potential members of the Class as defined are so numerous that joinder of all the
members of the Class is impracticable. While the precise number of Class Members has not been
determined at this time, Plaintiffs are informed and believe that Defendants currently employ, and
during the relevant time periods employed, hundreds of employees, many in the State of California, in

positions as Plaintiff Class members in Los Angeles County and throughout California who have been affected by Defendants' policy of requiring employees, including massage therapists and estheticians, nail technicians, to report to work and remain on the premises, whether any work was available for them or not, and not to pay them for those hours, but only on a commission basis.

34. Accounting for employee turnover during the relevant periods necessarily increases this number substantially. Upon information and belief, Plaintiffs allege Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

35. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants violated California labor law and IWC Wage Order 2-2001 by failing to pay Plaintiff Class members proper compensation for all hours worked;
- b. Whether Defendants violated California overtime labor laws by failing to count non-commissionable hours toward overtime eligibility and/or failing to properly calculate the regular rate of pay by including supplemental minimum wage pay for non-commissionable hours;
- c. Whether Defendants violated California labor law and IWC Wage Order 2-2001 by failing to provide Plaintiff Class members with paid ten-minute rest periods for each four hours, or major fraction thereof, worked;
- d. Whether Defendants violated California labor law and IWC Wage Order 2-2001 by failing to provide Plaintiff Class members with thirty-minute meal periods for work of over five hours;
- e. Whether Defendants acted in good faith in failing to pay minimum wages;
- f. Whether the Plaintiff Class is entitled to waiting time penalties under Labor Code § 203;

36. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs and all members of the Class and sub-classes sustained injuries and damages arising out of and caused by the Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged.

37. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiffs are competent and experienced in litigating large employment class actions.

38. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over questions affecting only individual Class members. Each Class member has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to pay minimum and overtime wages, and provide meal and rest periods. A Class action will allow those similarly situated to litigate their claims in the most efficient and economical manner for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.
CAUSES OF ACTION
FIRST CAUSE OF ACTION
Failure to Pay Minimum Wages and Overtime Wages
(Labor Code §1194; IWC Wage Order 2-2001; Cal. Code Regs., Title 8 § 11020(3))

39. Plaintiffs incorporate the preceding paragraphs of this Complaint.

40. By their failure to pay minimum wage and overtime wages for hours during which work was performed but commissionable services were not being provided, and by their failure to properly calculate the regular rate of pay for purposes of calculating the applicable overtime rate by including wages for such time, Defendants violated provisions of Labor Code §1194, IWC Wage Order 2-2001, and California Code of Regulations Title 8 § 11020(3).

41. Labor Code section 1194.2 provides for liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon when an employer fails to pay the minimum wage fixed by an order of the commission or statute.

42. Defendants' unlawful acts deprived Plaintiffs and the Class and sub-classes they seek to represent of minimum wage or straight time and overtime wages in amounts to be determined at trial, and they are entitled to recover such amounts, liquidated damages, plus interest, attorneys' fees, and costs.

43. Plaintiffs and the Class and sub-classes they seek to represent request relief as described below.

SECOND CAUSE OF ACTION
Failure to Provide Rest Periods or Compensation in Lieu Thereof
(Labor Code § 226.7; IWC Wage Order 2-2001(12); Cal. Code Regs., Title 8 § 11020(12))

44. Plaintiffs incorporate the preceding paragraphs of this Complaint.

45. By failing to provide paid ten-minute rest periods for every four (4) hours or major fraction thereof worked per day by Non-Exempt Employees, and by failing to provide compensation for these periods, Defendants willfully violated the provisions of Labor Code section 226.7, IWC Wage Order No. 2-2001, and California Code of Regulations, § 11020(12).

46. Defendants' unlawful acts deprived Plaintiffs and the Class they seek to represent of premium wages and/or other compensation in amounts to be determined at trial, and they are entitled to recover such amounts, plus interest, attorneys' fees, and costs.

1 47. Plaintiffs and the Class and sub-classes they seek to represent request relief as described
2 below.

3 **THIRD CAUSE OF ACTION**
4 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
5 **(Labor Code § 226.7, 512; IWC Wage Order 2-2001(11);**
6 **Cal. Code Regs., Title 8 § 11020 (11))**

7 48. Plaintiffs incorporate the preceding paragraphs of this Complaint.

8 49. By failing to provide minimum statutory meal periods, and by failing to provide
9 compensation for these meal periods, as alleged above, Defendants willfully violated the provisions of
10 Labor Code sections 226.7 and 512, IWC Wage Order No. 2-2001 and California Code of
11 Regulations, section 11020(11).

12 50. As a result of the unlawful acts of Defendants, Plaintiffs and the Class and sub-classes
13 they seek to represent have been deprived of premium wages and/or other compensation in amounts to
14 be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and
15 costs.

16 51. Plaintiffs and the Class and sub-classes they seek to represent request relief as described
17 below.

18 **FOURTH CAUSE OF ACTION**
19 **Knowing and Intentional Failure to Comply with**
20 **Itemized Employee Wage Statement Provisions**
21 **(Lab. Code, § 226(b))**

22 52. Plaintiffs incorporate the preceding paragraphs of this Complaint.

23 53. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
24 statements all deductions from payment of wages and to accurately report total hours worked by
25 Plaintiffs and the members of the proposed Class. Defendants have knowingly and intentionally failed
26 to comply with Labor Code section 226(a) on each and every wage statement provided to Plaintiffs
27 and members of the proposed Class and sub-classes.

28 54. As a consequence of Defendants' knowing and intentional failure to comply with Labor
Code section 226(a), Plaintiffs and the Class they seek to represent are entitled to actual damages or
penalties not to exceed \$4000 for each employee pursuant to Labor Code section 226(b), together with
interest thereon and attorneys' fees and costs.

1 55. Plaintiffs and the Class and sub-classes they seek to represent request relief as described
2 below.

3 **FIFTH CAUSE OF ACTION**
4 **Failure to Pay Wages of Terminated or Resigned Employees**
5 **(Lab. Code, §§ 201-203)**

6 56. Plaintiffs incorporate the preceding paragraphs of this Complaint.

7 57. Plaintiffs and/or the members of the Plaintiff Sub-Class who ended their employment
8 with the Defendants during the Class Period were entitled to be promptly paid lawful overtime
9 compensation and other premiums, as required by Labor Code, sections 201-203. Pursuant to Labor
10 Code, section 203, such Plaintiff Sub-Class members seek payment of penalties, according to proof.

11 58. Additionally, Plaintiffs and Plaintiff Sub-Class members are entitled to attorneys' fees
12 and costs, pursuant to Labor Code, section 203 and prejudgment interest.

13 59. Plaintiffs and the Class and sub-classes they seek to represent request relief as described
14 below.

15 **SIXTH CAUSE OF ACTION**
16 **Violations of the Unfair Competition Law**
17 **(Bus. & Prof. Code, §§ 17200-17208)**

18 60. Plaintiffs incorporate the preceding paragraphs of this Complaint.

19 61. Defendants' failure to pay for all working hours to Plaintiffs and members of the Plaintiff
20 Class and sub-classes, under the IWC Wage Orders and under California Labor Code, as alleged
21 herein, constitutes unlawful activity prohibited by Business and Professions Code section 17200 *et*
22 *seq.*

23 62. The actions of Defendants in failing to pay Plaintiffs and members of the Plaintiff
24 Class in a lawful manner, as will be further alleged herein, constitute false, unfair, fraudulent and
25 deceptive business practices, within the meaning of Business and Professions Code, sections 17200, *et*
26 *seq.*

27 63. Plaintiffs are entitled to an injunction, specific performance under Business and
28 Professions Code, section 17202, and/or other equitable relief against such unlawful practices in order
to prevent future loss, for which there is no adequate remedy at law, and to avoid a multiplicity of
lawsuits. Plaintiffs bring this cause individually and as a member of the general public as a

1 representative of all others subject to Defendants' unlawful acts and practices.

2 64. As a result of their unlawful acts, Defendants have reaped and continue to reap unfair
3 benefits at the expense of Plaintiffs and the Class and sub-classes they seek to represent. Defendants
4 should be enjoined from this activity, caused to specifically perform their obligations, and made to
5 disgorge these ill-gotten gains and restore to Plaintiffs and the members of the Plaintiff Class and sub-
6 classes the wrongfully withheld wages and/or other moneys pursuant to Business and Professions
7 Code, sections 17200 *et seq.* Plaintiffs are informed and believe, and on that basis allege, that
8 Defendants are unjustly enriched through their failure to provide minimum wages and overtime wages
9 to Plaintiff and members of the Plaintiff Class and sub-classes.

10 65. Plaintiffs are informed and believe, and on that basis allege, that Plaintiffs and members
11 of the Plaintiff Class and sub-classes are prejudiced by Defendants' unfair trade practices.

12 66. As a direct and proximate result of the unfair business practices of Defendants,
13 and each of them, Plaintiffs and Plaintiff Class members, individually and on behalf of all employees
14 similarly situated, are entitled to equitable and injunctive relief, including full restitution, specific
15 performance, and/or disgorgement of all wages which have been unlawfully withheld from Plaintiffs
16 and members of the Plaintiffs Class as a result of the business acts and practices herein and enjoining
17 of Defendants to cease and desist from engaging in the practices described herein.

18 67. The illegal conduct alleged herein is continuing and there is no indication that
19 Defendants will discontinue such activity in the future. Plaintiffs allege that if Defendants are not
20 enjoined from the conduct set forth in this Complaint, they will continue to fail to provide minimum
21 wages and overtime wages.

22 68. Plaintiffs further request that the court issue a preliminary and permanent injunction
23 prohibiting Defendants from continuing to fail to pay minimum and overtime wages.

24 68. Plaintiffs and the Class and sub-classes they seek to represent request relief as described
25 below.

26 **VII.**

27 **PRAYER FOR RELIEF**

28 Plaintiffs, on their own behalf of themselves and on behalf of the Plaintiff Class and Plaintiff

Sub-Classes, pray as follows:

1. That the Court determine this action may be maintained as a class action and certify the Plaintiff Class and each Plaintiff Sub-Class;

2. That the Court determine that the failure of the Defendants to pay compensation to the Plaintiffs and each Plaintiff Class member for all hours worked, be adjudged and decreed to violate the applicable IWC Wage Orders, regulations and statutes;

3. That the Defendants be ordered to pay and judgment be entered for wages for all hours worked by Plaintiffs and each Plaintiff Class member, according to proof;

4. That the Court determine that the failure of the Defendants to pay compensation to the Plaintiffs and each Plaintiff Class member be adjudged and decreed to violate the applicable IWC Wage Orders, regulations and statutes;

5. That the Defendants be ordered to pay and judgment be entered for wages for Plaintiffs and each Plaintiff Class member, according to proof;

6. That the Defendants be ordered to pay and judgment be entered for overtime wages, to Plaintiffs and each Plaintiff Sub-Class member, according to proof;

7. That the Defendants be ordered to pay and judgment be entered for liquidated damages under Labor Code section 1194.2 to Plaintiffs and each Plaintiff Sub-Class member, according to proof;

8. That the Defendants be ordered to pay and judgment be entered for Labor Code, section 226 penalties to Plaintiffs and each Plaintiff Sub-Class member, according to proof;

9. That the Defendants be ordered to pay and judgment be entered for Labor Code, section 203 penalties to Plaintiffs Fox, Magni, and each Plaintiff Sub-Class member, according to proof;

10. That the Defendants be found to have engaged in unfair competition in violation of Business and Professions Code, section 17200;

11. That the Defendants be ordered and enjoined to pay restitution to Plaintiffs, each Plaintiff Class member and each Plaintiff Sub-Class member due to the Defendants' unlawful and unfair competition, including disgorgement of their wrongfully obtained profits, wrongfully withheld wages

1 according to proof, and interest thereon pursuant to Business and Professions Code, sections 17203
2 and 17204;

3 12. That Defendants be enjoined from further acts of unfair competition and specifically from
4 failing to pay compensation to class members;

5 13. That Plaintiffs, Plaintiff Class, and Plaintiff Sub-Class members be awarded Attorneys'
6 fees and costs pursuant to statute, including but not limited to Labor Code, section 1194 and Code of
7 Civil Procedure, section 1021.5;

8 14. Otherwise determine the appropriate remedy to compensate Plaintiffs, each Plaintiff
9 Class, and Sub-Class member, as required to promote fairness and justice, including but not limited to
10 establishing procedures for compensation, compensation amounts and fluid recovery if appropriate;

11 15. Prejudgment Interest; and

12 16. Any other relief this court deems proper.

13
14 COHELAN KHOURY & SINGER
15 ANDREA COOK & ASSOCIATES

16 Dated: May 18, 2012

17 By: 

18 Michael D. Singer

19 Jeff Geraci

20 Counsel for Nicole Leisinger-Reed, Tanya L. Fox,
21 Ve Magni and others similarly situated

22 **DEMAND FOR JURY TRIAL**

23 PLAINTIFFS hereby demand a jury trial with respect to all issues triable of right by jury.

24 COHELAN KHOURY & SINGER
25 ANDREA COOK & ASSOCIATES

26 Dated: May 18, 2012

27 By: 

28 Michael D. Singer

Jeff Geraci

Counsel for Nicole Leisinger-Reed, Tanya L. Fox,
Ve Magni and others similarly situated