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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF SAN MATEO**

20 VICKY TRAN, BICH PHAM,
21 LILIAN NGUYEN, and
22 EVELYN NGUYEN,

23 Plaintiffs,

24 v.

25 NATALIE SALON, INC; NY BEAUTY,
26 INC., ANN'S NAILS SPA, INC.;
27 NATALIE PHAN; Y NHU DONG, and
28 ANH N DONG,

Defendants.

CASE NO.

CIV 508343

CLASS ACTION

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

Cal. Labor Code §§ 201, 202, 203, 218, 221, 226,
226.7, 351, 510, 512, 558, 1174, 1174.5, 1194,
1198, 2802 ; IWC Wage Order 2-2001; and Cal.
Bus. & Prof. Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

BY FAX

**ENDORSED FILED
SAN MATEO COUNTY**

SEP 13 2011

Clerk of the Superior Court
By T. Judd
DEPUTY CLERK

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INTRODUCTION

This is an action for relief from the defendants' violations of the plaintiffs' rights in the workplace. Plaintiffs Vicky Tran, Bich Pham, Lilian Nguyen, and Evelyn Nguyen (hereinafter "Plaintiffs") bring this case as a class action against Defendants Natalie Salon, Inc., NY Beauty, Inc., Ann's Nails Spa, Inc., Natalie Phan, Y Nhu Dong, and Anh Dong (hereinafter "Defendants") under the California Labor Code, California Code of Regulations, Title 8, § 11020 (hereinafter "Wage Order 2-2001"), and California Business & Professions Code §§ 17200, et seq. Plaintiffs seek an injunction enjoining Defendants' ongoing violations of California law, plus damages, civil penalties and restitution to the proposed class of all wages, benefits, and interest to which the class is entitled. Plaintiffs also seek reasonable attorney's fees and costs.

Defendants operate a chain of five nail salons called "Natalie Salon" in San Mateo County, California. Over the course of the last four years, Defendants have engaged in unfair and unlawful business practices by implementing and maintaining workplace practices, policies, and procedures at Natalie Salon which have violated California labor law, including, but not limited to, Labor Code §§ 201, 202, 203, 221, 226, 226.7, 351, 353, 510, 512, 1194, 1194.2, 2802 and Wage Order 2-2001. These violations have deprived Plaintiffs and the proposed class of their rights to overtime pay, wages that were unlawfully deducted, tips that were unlawfully confiscated, reimbursement for expenses incurred in the discharge of employee duties, uninterrupted 30-minute meal periods, accurate itemized wage statements and payroll records, and the timely payment of wages owed at discharge. These violations also constitute "unfair competition" as defined under Business and Professions Code section 17200.

PARTIES

1. Plaintiff Vicky Tran is a former employee of Natalie Salon. During the relevant statutory period, Vicky Tran performed work for Natalie Salon in its Redwood City, Palo Alto, and Menlo Park locations in San Mateo County, California.

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1 2. Plaintiff Bich Pham is a current Natalie Salon employee. During the relevant
2 statutory period, Bich Pham has performed work for Natalie Salon in its Menlo Park, Palo Alto, San
3 Mateo, Los Gatos and Redwood City locations in San Mateo County, California.

4 3. Plaintiff Lilian Nguyen is a current Natalie Salon employee. During the relevant
5 statutory period, Lilian Nguyen has performed work for Natalie Salon in its Menlo Park, Palo Alto,
6 Los Gatos, and Redwood City locations in San Mateo County, California.

7 4. Plaintiff Evelyn Nguyen is a current Natalie Salon employee. During the relevant
8 statutory period, Evelyn Nguyen has performed work for Natalie Salon in its San Mateo location in
9 San Mateo County.

10 5. Plaintiffs Vicky Tran, Bich Pham, Lilian Nguyen, and Evelyn Nguyen are and/or
11 were, at all relevant times, employees covered by the California Labor Code and Wage Order 2-
12 2001.

13 6. Defendant Natalie Salon, Inc. was incorporated in California in 2008. Its corporate
14 headquarters are located in San Mateo County. During the relevant statutory period, Natalie Salon,
15 Inc. has been doing business as Natalie Salon, providing nail and beauty salon services at the
16 following five locations in San Mateo County, California: 2606 Broadway Street in Redwood City,
17 California; 1150 El Camino Real in Menlo Park, California; 1091 Park Place in San Mateo,
18 California; 539 Alma Street in Palo Alto, California; and 431 N Santa Cruz Ave. in Los Gatos,
19 California.

20 7. During the relevant statutory period, Defendant Natalie Salon, Inc. has been and
21 continues to be an employer covered by the California Labor Code and Wage Order 2-2001.

22 8. Defendant NY Beauty, Inc. was incorporated in California in 2011. Its corporate
23 headquarters are located in San Mateo County. During the relevant statutory period, NY Beauty,
24 Inc. has been doing business as Natalie Salon, providing nail and beauty salon services at 1150 El
25 Camino Real in Menlo Park, in San Mateo County, California.

26 9. During the relevant statutory period, Defendant NY Beauty, Inc. has been and/or
27 continues to be an employer covered by the California Labor Code and Wage Order 2-2001.
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1 10. Defendant Ann's Nails Spa, Inc. was incorporated in California in 2011. Its corporate
2 headquarters are located in San Mateo County. During the relevant statutory period, Ann's Nails
3 Spa, Inc. has been doing business as Natalie Salon, providing nail and beauty salon services at 1150
4 El Camino Real in Menlo Park, in San Mateo County, California.

5 11. During the relevant statutory period, Defendant Ann's Nails Spa, Inc. has been and/or
6 continues to be an employer covered by the California Labor Code and Wage Order 2-2001.

7 12. Defendant Natalie Phan is a resident of San Mateo County, California. During the
8 statutory period, Natalie Phan has been a co-owner and manager of the Natalie Salon business and is
9 responsible for supervising and employing Natalie Salon workers and for the payment of wages to
10 Natalie Salon employees.

11 13. Defendant Y Nhu Dong is a resident of San Mateo County, California. During the
12 statutory period, Y Nhu Dong has been a co-owner and manager of the Natalie Salon business and is
13 responsible for supervising and employing Natalie Salon workers and for the payment of wages to
14 Natalie Salon employees.

15 14. Defendant Anh Dong is a resident of San Mateo County, California. During the
16 statutory period, Anh Dong has been a co-owner and manager of the Natalie Salon business located
17 at 1150 El Camino Real in Menlo Park, in San Mateo County, California. As to that location, Anh
18 Dong shared responsibility for supervising and employing Natalie Salon workers and for the
19 payment of wages to Natalie Salon employees.

20 15. Plaintiffs are informed and believe, and on such information and belief, allege that
21 defendant Does 1 through 10 are in some capacity responsible for the violations of law complained
22 herein. Plaintiffs, however, are ignorant of the true names and capacities of defendants sued herein
23 as Does 1 through 10, inclusive, and therefore sue them by such fictitious names. Plaintiffs will
24 amend this complaint to allege the true names and capacities of Does 1 through 10 when
25 ascertained.

26 16. During the statutory period, Natalie Phan, Y Nhu Dong, Anh Dong, and defendant
27 Does 1 – 10 have been employers covered by the California Labor Code and Wage Order 2-2001,
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1 including during periods over the last four years when Natalie Salon, Inc., NY Beauty, Inc., and/or
2 Ann's Nails Spa, Inc. were not incorporated.

3 17. Individual defendants Natalie Phan, Y Nhu Dong, Anh Dong, and some subset of
4 Does 1 – 10 have such a unity of interest with Natalie Salon, Inc., NY Beauty, Inc., and Ann's Nails
5 Spa, Inc. that they have in fact dominated and controlled each corporation. On information and
6 belief, Natalie Phan, Y Nhu Dong, Anh Dong, and some subset of Does 1 - 10 have, among other
7 things:

- 8 a. Commingled funds and other assets of Natalie Salon, Inc., NY Beauty, Inc.,
9 and/or Ann's Nails Spa, Inc. with their own funds and assets for their own
10 convenience and to assist in evading the payment of obligations;
- 11 b. Diverted funds and other assets of Natalie Salon, Inc., NY Beauty, Inc., and/or
12 Ann's Nails Spa, Inc. to non-corporate uses;
- 13 c. Treated the assets of Natalie Salon, Inc., NY Beauty, Inc., and/or Ann's Nails Spa,
14 Inc. as their own;
- 15 d. Failed to maintain minutes or adequate corporate records of Natalie Salon, Inc.,
16 NY Beauty, Inc., and/or Ann's Nails Spa, Inc.;
- 17 e. Failed to adequately capitalize or provide any assets to Natalie Salon, Inc., NY
18 Beauty, Inc., and/or Ann's Nails Spa, Inc.; and
- 19 f. Diverted assets from Natalie Salon, Inc., NY Beauty, Inc., and/or Ann's Nails
20 Spa, Inc. to themselves to the detriment of creditors, including Plaintiffs and
21 proposed class members.
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26 18. Natalie Phan, Y Nhu Dong, Anh Dong, and some subset of Does 1-10 caused the
27 violations described herein. As a result of their conduct, individual defendants Natalie Phan, Y Nhu
28 Dong, Anh Dong, and some subset of Does 1 – 10 are directly liable to Plaintiffs and members of

1 the proposed class for the conduct of Natalie Salon, Inc., NY Beauty, Inc., and Ann's Nails Spa, Inc.
2 alleged herein, as their alter egos and under California Labor Code § 558. Recognition of the
3 privilege of separate existence would promote injustice because these individual defendants have in
4 bad faith dominated and controlled Natalie Salon, Inc., NY Beauty, Inc., and Ann's Nails Spa, Inc.
5 and have profited at Plaintiffs' and the class members' expense.

7 CLASS ACTION ALLEGATIONS

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9 19. Plaintiffs bring the causes of action herein for themselves and on behalf of all other
10 similarly situated persons as a class action pursuant to Section 382 of the California Code of Civil
11 Procedure.

12 20. The class which Plaintiffs seek to represent is defined as follows: All employees who
13 have performed work for Natalie Salon at one of the following locations since September 13, 2007:
14 2606 Broadway Street in Redwood City, California; 1150 El Camino Real in Menlo Park,
15 California; 1091 Park Place in San Mateo, California; 539 Alma Street in Palo Alto, California;
16 and/or 431 N Santa Cruz Ave. in Los Gatos, California.

17 21. Vicky Tran is a class member.

18 22. Bich Pham is a class member.

19 23. Lilian Nguyen is a class member.

20 24. Evelyn Nguyen is a class member.

21 25. The class is ascertainable. First, the class definition is precise, objective, and
22 presently ascertainable. Second, the class is sufficiently numerous. Plaintiffs are informed and
23 believe and thereupon allege that the class contains at least 50 members. Third, the class members
24 are readily identifiable from Defendants' own records without the expenditure of unreasonable
25 expense or time.

26 26. A well-defined community of interest exists among the class members. First, the
27 claims alleged by Plaintiffs are typical of the claims of the class members. Plaintiffs have no
28 interests that are antagonistic to other members of the class. Second, Plaintiffs and undersigned

1 counsel will fairly and adequately represent the class. Third, the class members' claims share
2 common questions of law and fact, and these questions predominate over individual questions.
3 Such questions include, without limitation:

- 4 a. Whether Defendants maintain a policy or practice of failing to pay their
5 employees overtime;
- 6 b. Whether Defendants maintain a policy or practice of deducting unauthorized
7 amounts from employee wages for alleged work rule violations;
- 8 c. Whether Defendants maintain a policy or practice of taking, collecting, or
9 receiving tips paid to employees by customers;
- 10 d. Whether Defendants maintain a policy or practice of failing to indemnify
11 employees for travel expenses the employees incur in the discharge of their
12 employee duties;
- 13 e. Whether Defendants maintain a policy or practice of failing to provide employees
14 with an uninterrupted thirty-minute meal period for every five hours worked;
- 15 f. Whether Defendants maintain a policy or practice of failing to keep and provide
16 employees with accurate itemized wage and hour records;
- 17 g. Whether Defendants maintain a policy or practice of failing to timely pay
18 employees wages owed at discharge.
- 19 h. Whether Defendants' business practices are unlawful, fraudulent, and/or unfair in
20 violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.

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26 27. A class action is superior to other available methods for the fair and efficient
27 adjudication of this litigation. Joinder of all class members is impracticable. Questions of law and
28 fact common to the class predominate over any questions affecting only individual members of the

1 class. Each class member has suffered injury and is entitled to recover by reason of Defendants'
2 unlawful conduct. Class action treatment will allow those similarly situated persons to litigate their
3 claims in the manner that is most efficient and economical for the parties and the judicial system.
4 The prosecution of separate actions against Defendants by individual class members would create a
5 risk of inconsistent judgments. Furthermore, as the damages suffered by individual class members
6 may be relatively small, the expense and burden of individual litigation make it impossible for
7 members of the class to individually redress the wrongs done to them. There will be no difficulty in
8 the management of this action as a class action.

9 28. In the absence of a class action, Defendants would be unjustly enriched because they
10 would retain the benefits of their wrongful conduct.

11 **FIRST CAUSE OF ACTION**

12 Failure to Pay Overtime Wages

13 Labor Code §§ 510, 1194, 1198 and Wage Order 2-2001

14 By Plaintiffs Individually and on Behalf of the Class Against All Defendants

15 29. Plaintiffs re-allege and incorporate herein by reference the allegations contained in
16 Paragraphs 1 through 28 above.

17 30. California Labor Code §§ 510 and 1198 and Wage Order 2-2001 § 3(A)(1) provide
18 that employees must receive: "(a) One and one-half (1½) times the employee's regular rate of pay
19 for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
20 workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a
21 workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12
22 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)
23 consecutive day of work in a workweek."

24 31. During the course of their employment, Plaintiffs and other class members regularly
25 worked in excess of eight hours a day and/or 40 hours per week, and/or seven consecutive days in a
26 work week.

27 32. As a general policy or practice, Defendants have failed and continue to fail to pay
28 Plaintiffs and other class members time and a half their regular hourly rate of pay for all hours

1 worked in excess of eight hours up to and including twelve hours a day, and for the first eight hours
2 worked on a seventh consecutive day of work in a workweek.

3 33. As a general policy and practice, Defendants have failed and continue to fail to pay
4 Plaintiffs and other class members double their regular hourly rate of pay for hours worked in
5 excess of twelve hours a day or in excess of eight hours on a seventh consecutive work day.

6 34. Defendants' failure to pay Plaintiffs and other class members overtime violates the
7 provisions of Labor Code §§ 510 and 1198 and Wage Order 2-2001 and is therefore unlawful.

8 35. Under Labor Code § 1194, Plaintiffs and the class are entitled to recovery of all
9 unpaid overtime wages, plus interest thereon, in addition to attorneys' fees and costs.

10 **SECOND CAUSE OF ACTION**

11 Unauthorized Deduction of Wages

12 California Labor Code §§ 218 and 221

13 By Plaintiffs Individually and on Behalf of the Class Against All Defendants

14 36. Plaintiffs re-allege and incorporate herein by reference the allegations contained in
15 Paragraphs 1 through 28 above.

16 37. California Labor Code § 221 provides: "It shall be unlawful for any employer to
17 collect or receive from an employee any part of wages theretofore paid by said employer to said
18 employee."

19 38. As a general policy and practice, Defendants have fined and continue to fine their
20 employees by taking unauthorized deductions from their wages for various perceived infractions or
21 work rule violations, including, but not limited to customer refund requests, dropped nail polish,
22 gathering at the front desk, reading the store's appointment book or putting customer names into the
23 appointment book without permission, and failing to clean footbaths or record that the footbaths
24 have been cleaned.

25 39. Defendants' unauthorized deductions from Plaintiffs' wages and other class
26 members' wages, violate Labor Code § 221 and are therefore unlawful.

27 40. Under Labor Code § 218, Plaintiffs and the class are entitled to recovery of all of said
28 unauthorized wage deductions, plus interest.

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THIRD CAUSE OF ACTION

Conversion of Gratuities Paid by Customers to Employees
California Labor Code § 351

By Plaintiffs Individually and on Behalf of the Class Against All Defendants

41. Plaintiffs re-allege and incorporate herein by reference the allegations contained in Paragraphs 1 through 28 above.

42. California Labor Code § 351 states, in part: “No employer or agent shall collect, take or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company....”

43. During the relevant statutory period, Defendants maintained a policy and practice of deducting and keeping 20% of all credit card tips paid by customers to Natalie Salon employees.

44. Defendants’ conversion of gratuities paid by customers to Plaintiffs and other class members, violates Labor Code § 351.

45. Plaintiffs and the class are entitled to recovery of all of said converted gratuities, plus interest.

FOURTH CAUSE OF ACTION

Failure to Indemnify Employees for Expenses
California Labor Code § 2802

By Plaintiffs Individually and on Behalf of the Class Against All Defendants

46. Plaintiffs re-allege and incorporate herein by reference the allegations contained in Paragraphs 1 through 28, inclusive, as though fully set forth herein.

47. California Labor Code § 2802 provides, in part: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the

1 employer.... For purposes of this section, the term ‘necessary expenditures or losses’ shall include
2 all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee
3 enforcing the rights granted by this section.”

4 48. As a general policy and practice, Defendants have required Natalie Salon employees
5 to work at multiple Natalie Salon locations during the course of a single workday. Plaintiffs and
6 the class have incurred travel expenses related to their cross-store work assignments.

7 49. Defendants have failed and continue to fail to indemnify their employees for the
8 expenses the employees incur from traveling between store locations.

9 50. Defendants’ failure to indemnify Plaintiffs and other class members for their work-
10 related travel expenses violates Labor Code § 2802.

11 51. Plaintiffs and the class are entitled to recovery of all said expenses, plus attorney’s
12 fees and costs.

13 **FIFTH CAUSE OF ACTION**

14 Failure to Provide Meal Periods

15 California Labor Code §§ 226.7, 512 and Wage Order 2-2001

16 By Plaintiffs Individually and on Behalf of the Class Against All Defendants

17 52. Plaintiffs re-allege and incorporate herein by reference the allegations contained in
18 Paragraphs 1 through 28, inclusive, as though fully set forth herein.

19 53. Labor Code §§ 226.7, 512 and Wage Order 2-2001 § 11 provide, in part: “(A) No
20 employer shall employ any person for a work period of more than five (5) hours without a meal
21 period of not less than 30 minutes, except that when a work period of not more than six (6) hours
22 will complete the day’s work the meal period may be waived by mutual consent of the employer and
23 the employee. (B) An employer may not employ an employee for a work period of more than ten
24 (10) hours per day without providing the employee with a second meal period of not less than 30
25 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may
26 be waived by mutual consent of the employer and the employee only if the first meal period was not
27 waived. (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal
28 period shall be considered an “on duty” meal period and counted as time worked. An “on duty”
meal period shall be permitted only when the nature of the work prevents an employee from being

1 relieved of all duty and when by written agreement between the parties an on-the-job paid meal
2 period is agreed to. The written agreement shall state that the employee may, in writing, revoke the
3 agreement at any time. (D) If an employer fails to provide an employee a meal period in accordance
4 with the applicable provisions of this order, the employer shall pay the employee one (1) hour of
5 pay at the employee's regular rate of compensation for each workday that the meal period is not
6 provided....”

7 54. As a general policy and practice, Defendants have failed and continue to fail to
8 provide Plaintiffs and other class members with an uninterrupted thirty-minute meal period, free of
9 work-related obligations, for every five hours that they work. Defendants, for example, routinely
10 keep class members from taking lunch until they have performed more than five hours of work,
11 require class members to take lunch on premises, and interrupt class members' lunch with work.

12 55. Neither Plaintiffs, nor the class, have waived their statutory meal period rights.

13 56. Defendants' failure to provide Plaintiffs and other class members with required meal
14 periods violates Labor Code §§ 226.7, 512 and Wage Order 2-2001.

15 57. Plaintiffs and the class are entitled to recovery of one hour of pay at their respective
16 regular rate of compensation for each workday that a required meal period was not provided.

17 **SIXTH CAUSE OF ACTION**

18 Failure to Promptly Pay Wages Owed at Resignation or Discharge

19 California Labor Code §§ 201, 202, and 203

20 By Plaintiffs Individually and on Behalf of the Class Against All Defendants

21 58. Plaintiffs re-allege and incorporate herein by reference the allegations contained in
22 Paragraphs 1 through 28, inclusive, as though fully set forth herein.

23 59. Labor Code §§ 201 and 202 require employers to pay employees all wages owed
24 immediately upon the employee's discharge or within 72 hours of the employee's resignation.
25 Labor Code § 203 provides in part that if an employer fails to pay a discharged or quitting employee
26 their wages within the timeframes required by Labor Code §§ 201 and 202, the wages of the
27 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
28 action therefore is commenced; but the wages shall not continue for more than 30 days....”

1 employee's gross and net wages, total hours worked by the employee, all deductions made to the
2 employee's pay, and the employee's applicable hourly rate.

3 68. As a general policy and practice, Defendants have willfully failed and continue to
4 willfully fail to maintain accurate records of daily hours worked and wages paid to Natalie Salon
5 employees.

6 69. Defendants' record keeping failures violate Labor Code §§ 226(a) and 1174(d).

7 70. Defendants' failure to provide accurate itemized statements have injured and continue
8 to injure Plaintiffs and the class by making it more difficult for them to determine the exact amount
9 of wages actually owed to them by Defendants.

10 71. Plaintiffs and the class are entitled to and seek injunctive relief requiring Defendants
11 to comply with Labor Code §§ 226(a) and 1174(d), as well as all actual and statutory damages
12 and/or penalties available under Labor Code §§ 226(e) and 1174.5, plus attorney's fees and costs.

13 **EIGHTH CAUSE OF ACTION**

14 Unfair and Unlawful Business Practices

15 Cal. Bus. & Prof. Code §§ 17200 and 17203

16 By Plaintiffs Individually and on Behalf of the Class Against All Defendants

17 72. Plaintiffs re-allege and incorporate herein by reference the allegations contained in
18 Paragraphs 1 through 71, inclusive, as though fully set forth herein.

19 73. Unfair practices prohibited by California's Unfair Business Practices Act include
20 "any unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code § 17200.

21 74. Defendants have committed and continue to commit unlawful and unfair business
22 practices, including but not limited to all of the unlawful policies and practices described in the First
23 through Seventh Causes of Action set out in Paragraphs 1 through 71 above.

24 75. Plaintiffs and the class have suffered and continue to suffer "injuries in fact" as a
25 result of these unlawful and unfair business practices, including *inter alia*, unpaid wages, overtime,
26 gratuities, work-related travel expenses, and premium pay for missed meal periods. Defendants'
27 unlawful and unfair business practices have also injured Plaintiffs and the class by making it more
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1 difficult for them to determine the exact amount of wages, gratuities, and other entitlements owed to
2 them by Defendants.

3 76. Plaintiffs are informed and believe, and based upon such information and belief allege
4 that by engaging in the unfair and unlawful business practices complained of herein, Defendants
5 were able to lower their labor costs and thereby obtain a competitive advantage over law-abiding
6 employers with which it competes.

7 77. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs and the class are entitled to
8 restitution of any money or property acquired by Defendants by means of the unlawful and unfair
9 business practices described herein, in amounts to be proven at trial. It would be inequitable and
10 result in a miscarriage of justice for Defendants to continue to retain the property of Plaintiffs and
11 the class.

12 78. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs and the class are entitled to
13 injunctive relief against Defendants' continuation of the unlawful and unfair business practices
14 described herein.

15 79. Plaintiffs take upon themselves the enforcement of the aforementioned laws and
16 lawful claims. Enforcement of California's laws is in the public interest. There is a financial
17 burden incurred in pursuing this action. Plaintiffs and the class therefore seek recovery of attorney's
18 fees as provided by California Code of Civil Procedure § 1021.5.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs on behalf of themselves and the class, pray for relief as follows:

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- 22 A. Certification of this action as a class action on behalf of the proposed Plaintiff class;
 - 23 B. Designation of Plaintiffs as class representatives;
 - 24 C. Designation of Plaintiffs' counsel as class counsel;
 - 25 D. All appropriate equitable and injunctive relief to remedy Defendants' violations of the
- 26 laws of California, including but not necessarily limited to an order enjoining Defendants from
27 continuing its unlawful policies and practices;
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1 E. An award of damages, statutory penalties, and restitution to be paid by Defendants
2 according to proof;

3 F. Pre-judgment and post-judgment interest, as provided by law;

4 G. Such other relief as the Court may deem just and proper; and

5 H. Attorney's fees and costs of suit, including any expert witness fees and fees pursuant
6 to Cal. Labor Code §§ 218.5, 226(e), 1194, 2802; Cal. Code Civ. Proc. § 1021.5, and other
7 applicable laws.
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9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs hereby demand a jury trial on all causes of action and claims with respect to which
12 they have a right to jury trial.

13 Date: September 12, 2011

14 By: 

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