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A CERTIFIED TRUE COPY
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OF ATTORNEYS FOR *Plffs*

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

DAVID PHELPS and MAX LUGAUER
III, Individually and On Behalf of All
Others Similarly Situated,

Case No. CV 08-0387- HU

Plaintiff(s),

v.

3P DELIVERY, INC.,

Defendant.

CLASS ACTION COMPLAINT
(Illegal Deductions From Wages Under
O.R.S. 652.610; Rescission of Agreements;
Unjust Enrichment/Quantum Meruit;
Declaratory Relief; Injunction Relief;
Penalty Wages; Fraud)

JURY TRIAL DEMANDED

Plaintiffs David Phelps ("Phelps") and Max Lugauer III ("Lugauer") (together,
"Plaintiffs") bring this action against 3P Delivery, Inc. ("3P" or "Defendant") on behalf of
themselves and all others similarly situated, upon information and belief, except as to their own

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actions, the investigation of their counsel, and the facts that are a matter of public record, as follows:

THE PARTIES

1. Phelps is a resident of Oregon, who was employed by 3P in Oregon as a Driver during the Class Period.
2. Lugauer is a resident of Oregon, who was employed by 3P in Oregon as a Driver during the Class Period.
3. 3P is a Nevada corporation with headquarters located in Marietta, Georgia.
4. 3P provides delivery services for The Home Depot, Inc. ("Home Depot"), Sears, Roebuck and Co. ("Sears") and other major retailers.
5. 3P is, and at all times was, an employer under Oregon law and applicable regulations.
6. 3P is specifically defined in this complaint to include all successor, predecessor, and subsidiary entities to which these allegations pertain.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over all claims asserted in this action pursuant to 28 U.S.C. § 1332 and 28 U.S.C. § 1367.
8. The matter in controversy for each of Plaintiffs' claims against 3P exceeds, exclusive of interest and costs, the sum of \$75,000.
9. The matter in controversy for Plaintiffs' and the Class members' claims against 3P exceeds, exclusive of interest and costs, the sum of \$5,000,000.

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10. Venue in the District of Oregon is proper because 3P resides and transacts business in this District and all named Plaintiffs perform (or performed) work for Defendant in this District.

SUBSTANTIVE ALLEGATIONS

11. Throughout the period March 26, 2002, to the present (the "Class Period"), 3P has employed thousands of individuals to provide home delivery services for major retailers such as Home Depot and Sears (the "Drivers").

12. 3P requires prospective Drivers to fill out an application, which requests information such as their employment history, driver's licenses and accident history, and personal references. The application also asks whether the Driver is currently working for another employer and whether he or she intends to continue to work for another employer while employed by 3P.

13. 3P also requires prospective Drivers to undergo a physical examination and to submit to drug and alcohol testing. Drivers must agree to continue to submit to drug and alcohol testing whenever requested by 3P throughout their employment.

14. 3P furnishes the Drivers with a vehicle or vehicles to use throughout their employment (the "Vehicles").

15. 3P furnishes the Drivers with additional equipment necessary for their work, such as straps, hand trucks and pallet jacks, cellular phones and other devices such as scanners.

16. 3P also furnishes the Drivers with fuel cards, which can only be used to fill up the Vehicles. The Drivers can use the fuel cards to pay at the pump only, and can use the fuel cards no more than ten times weekly. Alternatively, the Drivers are given a weekly cash payment for fuel that does not vary depending upon how much the Driver actually spends for fuel each week.

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17. 3P also furnishes the Drivers with uniforms that they are required to wear at all times when working for Defendant. Each Driver's initial uniform package consists of five shirts with 3P Delivery embroidered on them, one sweatshirt, one jacket and one hat.

18. 3P requires each Driver to make deliveries for a single 3P customer, such as Home Depot, and to a specific store or group of stores.

19. 3P pays each Driver either a fixed amount weekly or by commission. 3P decides which method of payment will be utilized. Drivers are not able to choose the method of payment. The amount of the weekly payment or commission is not negotiable, nor are the amounts of various chargebacks that 3P deducts from the Drivers' weekly paychecks.

20. The Drivers' weekly paychecks are deposited by direct deposit into their bank accounts. Alternatively, if a Driver prefers to receive payment by check, that Driver is charged a \$20 weekly fee, which 3P deducts from the Driver's weekly paycheck.

21. Once employed by 3P, the Drivers are required to strictly conform to 3P standards. 3P's "Contract Driver Guide Book" explains 3P's expectations: "At 3P, we don't have 'Drivers'; we have Customer Care Delivery Specialists waiting to provide service, that's the difference!" 3P explains that it distinguishes itself from its competitors, because:

- Our quality Customer Care Delivery Specialists are uniformed, professionally trained, and focused on leaving a positive impression!
- Our logistics professionals are committed to developing creative delivery, truckload and warehouse solutions that add bottom-line value to our customers.
- Management and maintenance of our own fleet guarantees clean, well maintained vehicles from delivery vans to box trucks to tractor trailers.

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- Cutting edge technology that works for you and helps save our customers money by providing 'real time' tracking and routine information for every delivery.

22. 3P controls all key aspects of the Drivers' work.

23. Single Customer. Each Driver makes deliveries for a single 3P customer, such as Home Depot or Sears. Drivers are prohibited from using the Vehicles that they lease or purchase from 3P to offer any non-3P delivery services.

24. Hours and days worked. 3P requires Drivers to be available to make deliveries six (6) days a week, Monday through Saturday, for ten (10) hours each day. 3P retains the right to order Drivers to work holidays and days after holidays (such as the Friday after Thanksgiving). Failure to work on these required days can result in termination of the Driver by 3P.

25. Authority over work assignments. Each Driver is assigned to a specific store or stores by 3P. 3P assumes complete authority over which store or stores each Driver services. The Drivers are not permitted to exchange assignments among themselves.

26. Authority over work load. 3P exercises total control over the workload of the Drivers, including how many deliveries each Driver makes and when the deliveries are made each day. Drivers are not permitted to decline delivery assignments. If a Driver refuses to accept a delivery assignment, that Driver may be subject to discipline and possible termination by 3P. Drivers are continuously evaluated regarding their adherence to 3P standards regarding when pick-ups and deliveries are made, such as whether they were on time for store pick-ups, whether they routed their stops in a manner that 3P deemed efficient; whether they loaded sufficiently quickly, whether they called in any anticipated delays to dispatch, whether they called each customer thirty (30) minutes prior to delivery, and whether they honored special time requests.

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27. No Substitute Drivers. Drivers are not permitted to allow persons who are not pre-approved by 3P to assume their job duties even temporarily. 3P exercises its power to set eligibility requirements for Drivers' substitutes or assistants, as well as its power to control whom the Drivers hire and fire. All assistants must undergo 3P's requisite criminal background checks, drug screening and DOT physical examinations.

28. Appearance. Drivers are required to wear 3P uniforms, without any variance. Their uniforms carry the 3P logo, and can be purchased only from the 3P Company Store. The cost of the uniforms is deducted from the Drivers' weekly pay. Drivers are evaluated by 3P on their adherence to 3P requirements regarding appearance, such as whether they are wearing the 3P uniform, their shirt is buttoned, their shirt tail is tucked in; their hair is groomed, their I.D. badge is visible, they are wearing only 3P approved logos, and whether they generally appear "neat and clean".

29. Vehicles. The Drivers purchase or lease the Vehicles from 3P. All Vehicles used by drivers must conform to specific criteria set forth by 3P, which makes them unusable for work other than for 3P. 3P's specifications include the type and color of Vehicle, and the Vehicles must be marked with insignia or other markings to identify the Vehicle as being part of 3P's system. As a result, the Vehicles are clearly identifiable as belonging to 3P.

30. Maintenance of Vehicles. 3P controls when and how the Vehicles used by Drivers are maintained. A recurring fee for Vehicle maintenance is deducted from each Driver's weekly paycheck. In addition, Drivers are required to adhere to 3P standards regarding equipment maintenance, such as whether all equipment is clean and in good condition, whether the cab is organized and clean, the side box secured properly, and whether decals are in good condition.

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31. Manner of Work. 3P requires Drivers to follow specific instructions as to how to load, transport and unload shipments. Drivers are evaluated by 3P regarding their adherence to 3P approved delivery techniques, such as how they exit their cabs, how they use a forklift; how they complete their trip sheets; how they strap and unstrap their loads; how they carry their loads; and even whether they display a sufficient "sense of urgency" in completing their tasks.

32. Termination at will. During the period March 26, 2002, until approximately September, 2006, 3P required that Drivers provide thirty (30) days' written notice prior to terminating their employment with 3P. If the Drivers failed to provide that notice, 3P required the Drivers to pay \$2,000 as liquidated damages. However, 3P retained to itself the right to terminate Drivers without notice if they failed to adhere to any of their numerous obligations under the Agreements. Beginning approximately September, 2006, 3P required that Drivers provide seven (7) days' written notice prior to terminating their employment with 3P. 3P again retained to itself the ability to terminate Drivers unilaterally without notice if they failed to adhere to any one of numerous obligations. Throughout the Class Period, in practice, 3P was able to and did terminate Drivers at will.

33. No potential for entrepreneurial risks and rewards. Throughout the Class Period, Drivers were compensated on a highly structured system that gave them no ability to exercise entrepreneurship or otherwise engage in the risks and rewards associated with owning a business. Accordingly, Drivers were paid either a flat weekly rate or a set commission, as determined by 3P, with no opportunity to negotiate individually for a higher rate or commission amount.

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34. No opportunity to compete. Throughout the Class Period, Drivers were prohibited from using the Vehicles to offer delivery services independent from the services that they are required to provide for 3P.

35. "Company store." Throughout the Class Period, Drivers received weekly paychecks from 3P. Prior to issuing these checks, 3P deducted various compulsory expenses from the Drivers' weekly pay. These business expenses included uniforms and a fee for Vehicle maintenance that Drivers were permitted to obtain only from 3P. The amount deducted for these expenses was not negotiable.

36. Required insurance. Throughout the Class Period, Drivers were required by 3P to obtain specific types and levels of insurance. The Drivers purchased their insurance through 3P and 3P deducted a weekly amount from their paychecks for insurance. 3P did not provide the Drivers with a copy of the insurance policies.

37. Drug and Alcohol Testing. Throughout the Class Period, Drivers were required to submit to drug and alcohol testing administered whenever and wherever dictated by 3P.

38. Interaction with Customers. Throughout the Class Period, 3P required that its Drivers adhere to strict protocols regarding how to interact with customers. Drivers were evaluated on their adherence to 3P customer courtesy standards, such as whether they greeted customers initially, thanked customers for their business, made eye contact, whether they ever said "No" to a customer, and whether they were perceived as friendly, patient, polite and respectful.

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39. Mandatory Meetings. Throughout the Class Period, 3P required Drivers to participate in regular meetings with 3P managers, during which time 3P instructed the Drivers regarding their performance and any changes in 3P's protocols.

40. Requisite Paperwork. Throughout the Class Period, 3P required its Drivers to complete a daily log of each delivery that they made each day and to obtain each customer's signature on the log. Drivers were instructed as to precisely how to complete the log. The Drivers were required to return the form to 3P at the end of each business day. Drivers were also required to provide 3P with fuel purchase receipts, accident reports, overage shortage and damage reports, and other reports.

41. Evaluation by 3P. Throughout the Class Period, Drivers were evaluated by 3P on their adherence to strict 3P requirements including: their appearance, their interactions with customers, how they maintained their equipment, when their pick-ups and deliveries were made, and the techniques they used for accomplishing deliveries. 3P documented the Drivers' adherence to these and other standards and scored each Driver on his or her performance. If a Driver's overall performance fell below a certain score, 3P asserted its right to deduct fines from that Driver's weekly paycheck. In addition, Drivers could be subject to termination if they failed to achieve a certain score.

42. 3P engages in a fraud designed to make its Drivers appear to be running independent businesses, when in reality its Drivers are 3P employees.

43. For example, throughout the Class Period, 3P required each of its prospective Drivers to sign a contract with 3P (hereinafter referred to as the "Agreements") without negotiation as a condition of employment.

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44. The Agreements are contracts of adhesion, drafted exclusively by 3P and/or its legal counsel.

45. The Agreements purport to classify Drivers as independent contractors so as to conceal the true nature of the relationship between 3P and its Drivers, i.e., that of employer and employees.

46. The Agreements are, and at all material times have been unlawful, unconscionable and fraudulent in form and effect.

47. To fraudulently conceal the true nature of its relationship with the Drivers, during the Class Period 3P has required Drivers to obtain business licenses. If a prospective Driver did not have a business license, 3P would obtain a business license for that Driver.

48. Similarly, during the Class Period 3P required Drivers to have a business card. If a prospective Driver did not have a business card, 3P would create a prototype of a business card, which was then scanned and inserted into the prospective Driver's application materials. The Drivers do not actually use business cards, as they work for 3P full-time and are prohibited from performing delivery services for the general public.

49. Another example of 3P's effort to fraudulently conceal the true nature of its relationship with the Drivers, during April 2006, 3P sent a communication to the Drivers, stating that, "[b]ecause of recent court rulings 3PD must take quick action to define their employees from the contract Drivers, by doing this all contract drives [sic.] must show that they are either a LLC, (Limited Liability Company) or they must show that they are a Corporation." 3P recommended that Drivers use one of two firms to set up their corporation or LLC, and also provided the Drivers with an estimate of the cost of setting up a corporation or LLC. If a Driver

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used one of the two recommended firms, 3P agreed to front the cost of forming a corporation or LLC for the Driver and then deduct that cost from the Driver's weekly paychecks.

50. 3P required each Driver to "purchase" certain items, which were properly Defendant's business expenses, such as vehicle insurance and maintenance fees, drug testing, cellular telephones, and business uniforms. All of these "purchases" were from 3P itself, and an amount for each item was deducted by 3P from each Driver's gross pay. The Drivers could not negotiate the amounts that were deducted for each of 3P's business expenses. Thus, 3P attempted to create the appearance that Drivers were paying for their own tools and equipment used in the course of their purportedly independent businesses, whereas in reality 3P improperly forced Drivers to pay for 3P's own business expenses.

CLASS ACTION ALLEGATIONS

51. Plaintiffs bring their claims on behalf of the following Class:

All Drivers who provided delivery services for 3P in the State of Oregon during the period March 26, 2002, through the present.

52. All Class members share an interest in ascertaining whether they should be treated as employees, or as independent contractors.

53. Plaintiffs will fairly and adequately represent the Class. Plaintiffs have no interest antagonistic to the members of the Class, and have retained lawyers experienced in class action litigation to prosecute their case.

54. The Class is large, numbering in the hundreds. Accordingly, joinder is impracticable.

55. This case will be manageable as a class action. Nearly all relevant information, including the identities of the Class members, can be found in written and electronic records of

3P.

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56. Pursuant to Fed. R. Civ. P. 23(a)(2) and (a)(3), there are questions of law or fact common to the Class, including, but not limited to:

- a. Whether Plaintiffs and Class members are or were employed by Defendant;
- b. Whether Plaintiffs and the Class are entitled to be reimbursed for Defendant's business expenses that they were forced to pay;
- c. Whether the actions of 3P are applicable to the Class as a whole, entitling Class members to injunctive relief; and
- d. Whether the members of the Class who have terminated their employment relationship with Defendant are entitled to penalty wages for 3P's failure to timely pay all outstanding amounts of compensation owed upon termination of the employment relationship.

57. The claims of Plaintiffs are typical of the claims of each member of the Class as a whole and are based on and arise out of identical conduct by 3P.

58. Plaintiffs are committed to pursuing this action and have retained competent counsel experienced in class action and employment classification litigation. Plaintiffs will fairly and adequately represent the interests of the members of the Class.

59. The prosecution of separate actions by individual members of the Class would create a risk of establishing incompatible standards of conduct for 3P.

60. Defendant's actions are generally applicable to the Class as a whole, and Plaintiffs seek remedies with respect to the Class as a whole.

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61. The common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication of the controversy.

FIRST CLAIM FOR RELIEF

(Illegal Deductions From Wages Under O.R.S. 652.610)

62. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

63. Plaintiffs and the Class members are "employees" as defined in O.R.S. 652.310 and are not free from the control and direction of Defendant.

64. Defendant unlawfully withheld monies from the compensation earned by Plaintiffs and the Class members for business expenses of Defendant, including but not limited to Vehicle expenses, cargo claims and insurance claims in violation of O.R.S. 652.610. Plaintiffs and the Class members have not expressly and freely given written consent to such deductions, and these deductions are not made in response to a valid wage assignment or deduction order. Such deductions were not for the Plaintiffs' or the Class members' benefit.

65. Defendant has withheld said funds unlawfully without providing Plaintiffs and the Class members with advance notice of such amounts, reasons or documentation to justify such deductions, and absent any lawfully sufficient reason for such conduct.

66. As a direct and proximate result of Defendant's conduct, Plaintiffs and the Class members suffered substantial losses and have been deprived of compensation to which they were entitled, including the greater of monetary or statutory damages, civil penalties, pre-judgment interest, costs and reasonable attorney fees.

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SECOND CLAIM FOR RELIEF

(Rescission of Agreements)

67. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

68. Despite the express terms of the Agreements, Plaintiffs' and the Class members' relationships with 3P satisfy every aspect of the test for employment, as opposed to independent contractor status.

69. 3P controls virtually every aspect of the Plaintiffs' and the Class members' work and earnings, as set forth above.

70. Despite this control and the actual status of the Drivers as employees, 3P mischaracterizes Plaintiffs and the Class members as independent contractors. As a result, these must pay substantial sums of their own money for work-related expenses, including but not limited to:

- a. the purchase or lease of Vehicles meeting Defendant's specifications;
- b. all costs of operating, insuring and maintaining those Vehicles, including the cost of fuel;
- c. the purchase of company uniforms;
- d. the purchase of equipment used for deliveries, such as straps, hand trucks, and pallet jacks;
- e. the cost of obtaining Department of Transportation medical certification; and
- f. the cost of pre-employment, random or other drug or alcohol screening.

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71. The Agreements illegally and unfairly advantage 3P by mischaracterizing the status of Plaintiffs and the Class members in that 3P evades employment-related obligations, such as overtime, social security contributions, workers' compensation coverage, and state disability and unemployment compensation, illegally shifting the expense of workers' compensation coverage and other expenses to Plaintiffs and the Class members.

72. The Agreements between 3P and Plaintiffs and the Class members are void as against public policy and therefore unenforceable, because they fail to recognize the employment status of the Plaintiffs and the Class members, and therefore deny them the legally cognizable benefits of employment.

THIRD CLAIM FOR RELIEF

(Unjust Enrichment/Quantum Meruit)

73. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

74. By misclassifying Plaintiffs and Class members as independent contractors and by improperly requiring Plaintiffs and Class members to pay 3P's ordinary business expenses, 3P has been unjustly enriched.

75. Plaintiffs and Class members are entitled to restitution of all of the business expenses they were illegally required by 3P to bear and for the fair value of the services they provided as employees.

FOURTH CLAIM FOR RELIEF

(Declaratory Relief)

76. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

77. An actual controversy has arisen between Plaintiffs and the members of the Class, on the one hand, and Defendant, on the other hand, relating to the following matters:

a. Whether Defendant has unlawfully misclassified Plaintiffs and the members of the Class as independent contractors, and has thus denied them the common benefits of employee status, such as

- i. wages;
- ii. holiday pay;
- iii. workers' compensation;
- iv. unemployment insurance;
- v. income tax withholding;
- vi. meal, break and rest periods.

b. Whether Defendant has unlawfully failed to pay benefits and compensation owing in a timely manner to Plaintiffs and the Class members whose employment with Defendant ended, as required by Oregon law.

c. What amounts Plaintiffs and the Class members are entitled to receive in compensation and benefits.

d. What amounts Plaintiffs and the Class members are entitled to receive in interest on unpaid compensation due and owing.

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e. What amounts Plaintiffs and the Class members are entitled to receive from Defendant in statutory penalties and interest.

78. Plaintiffs and the Class members further seek entry of a declaratory judgment which declares Defendant's practices as heretofore alleged to be unlawful and which provides for recovery of all sums determined by this Court to be owed by Defendant to the Plaintiffs and the Class members.

FIFTH CLAIM FOR RELIEF

(Injunctive Relief)

79. Plaintiffs re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

80. Defendant will continue to misclassify Plaintiffs and the Class members as independent contractors and unlawfully deny them the common benefits of employee status unless enjoined from doing so.

81. Plaintiff and the Class members have been injured and damaged, and are threatened with injury and damage, by Defendant's continued misclassification and unlawful refusal to pay all compensation and benefits as heretofore alleged, and Plaintiff and the Class members have no adequate remedy at law.

82. Plaintiffs have a reasonable fear that Defendant, upon receiving notice of this lawsuit, will take such action or inaction resulting in the termination, harassment, demotion, reassignment, or reduction in currently paid compensation or benefits against Class members, to their detriment, in retaliation for attempting to enforce their rights under Oregon law.

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83. Defendant has acted, and threatened to act, on grounds generally applicable to Plaintiff and the members of the Class, thereby making appropriate preliminary and permanent injunctive relief enjoining Defendant and its agents from engaging in the unlawful practices heretofore alleged.

SIXTH CLAIM FOR RELIEF

(Penalty Wages)

84. Plaintiffs restate and reallege the above paragraphs as if fully set forth herein.

85. O.R.S. 652.140 and O.A.R. 839-001-0420 provide that all wages that have been earned but not paid become due and payable no later than at the next regularly scheduled payday after employment has terminated, or earlier if the employee was discharged or terminated by mutual agreement.

86. As described above, Defendant violated Oregon law in that it unlawfully withheld monies from the compensation earned by Plaintiffs and the Class members for 3P's own business expenses. As a result, Defendant failed to pay members of the Class whose employment relationship has been terminated all compensation due at the time the employment relationship terminated.

87. As a result of those violations, Plaintiffs and the members of the Class are entitled to damages in the amount of their respective unpaid wages and waiting time penalties under O.R.S. 652.140, 652.150, 652.610 and 653.055, as well as all costs and reasonable attorney fees pursuant to O.R.S. 652.200(2) and 653.055(4).

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SEVENTH CLAIM FOR RELIEF

(Fraud)

88. Plaintiffs restate and reallege the above paragraphs as if fully set forth herein.

89. Plaintiffs and the members of the Class were purportedly hired by Defendant to work as "independent contractors" pursuant to the terms of the Agreements described above. At all times, Defendant knew or recklessly disregarded that the "independent contractor" classification in the Agreements was improper and that Plaintiffs and all persons similarly situated were employees entitled to the benefits and protections of all laws enacted for employees. Plaintiffs are informed, believe and on that basis allege, that through the Agreements and other actions alleged herein, Defendant intentionally or recklessly misled Plaintiffs and the members of the Class as to their employment status for the purpose of realizing unjust profits from their work and/or to avoid paying for its own operating costs and payroll taxes owed to the State of Oregon and the federal government.

90. At all material times, Defendant knew that the material representations made to Plaintiffs and the members of the Class in the Agreements concerning their employment status, and the concealment and/or non-disclosure of material facts from Plaintiffs and the Class concerning their employment status and their corresponding obligation to assume responsibility for all of their "own" employment-related expenses, including but not limited to purchasing or leasing, operating and paying to maintain expensive trucks were false and fraudulent.

91. At all material times, Defendant intended to and did induce Plaintiffs and the Class members to reasonably and justifiably rely to their detriment on the false and

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fraudulent representations made to them by Defendant in the Agreements concerning their employment status and obligation to assume responsibility for employment-related expenses, including but not limited to purchasing or leasing, operating and maintaining expensive trucks, and suffered damage as a direct and proximate result.

92. By its aforesaid conduct, Defendant is guilty of oppression, fraud and malice in violating Plaintiffs' and the Class members' rights and protections guaranteed by Oregon state law and other applicable law.

JURY DEMAND

93. Plaintiffs hereby demand a trial by jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs individually, and on behalf of all other similarly situated, pray for the following relief:

- a. An order certifying the Class as described with the named Plaintiffs as Class representatives.
- b. An order that requires Defendant to rescind the Agreements, and awarding restitution compensating Plaintiffs and the Class for the reasonable value of the services they provided to 3P as employees.
- c. An order requiring 3P to reimburse and/or indemnify Plaintiffs and Class members for the 3P business expenses that they have covered, or statutory damages, whichever is greater.
- d. An award of all applicable penalty wages.
- e. An award of attorneys' fees, plus the costs and expenses of this action.


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- f. An award of punitive damages in an amount to be determined at trial.
- g. Prejudgment interest, as afforded by law.
- h. An order prohibiting Defendant from engaging in the alleged illegal business practices and behavior and from retaliating against Plaintiffs for bringing this lawsuit; and
- i. All such other legal and equitable relief to which Plaintiffs and Class are entitled.

DATED this 26th day of March, 2008.

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

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Court Name: District Court of Oregon
Division: 3
Receipt Number: GRX300020474
Cashier ID: ktorres
Transaction Date: 03/26/2008
Payer Name: Stoll Stoll Berne, et al

CIVIL FILING FEE
For: Stoll Stoll Berne, et al
Case/Party: D-ORX-3-08-CV-000307-001
Amount: \$350.00

CHECK
Check/Money Order num: 25141
Amt Tenderec: \$350.00

Total Due: \$350.00
Total Tenderec: \$350.00
Change Amt: \$0.00

A \$40.00 fee will be charged on all returned checks.