

**JUDGE FAILLA**

**13 CIV 4036**

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

LAUREN BALLINGER and MATTHEW  
LEIB, on behalf of themselves and all others  
similarly situated,

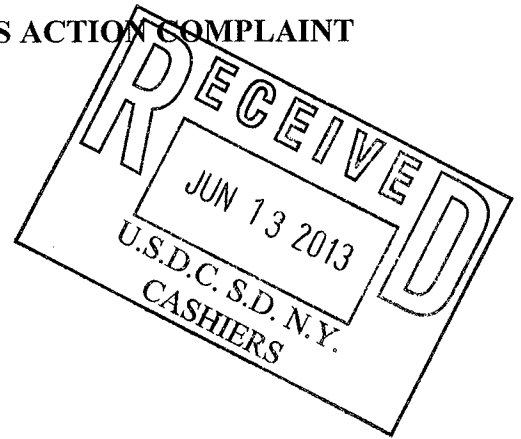
Plaintiffs,

v.

ADVANCE MAGAZINE PUBLISHERS, INC.  
d/b/a CONDÉ NAST PUBLICATIONS,

Defendant.

**CLASS ACTION COMPLAINT**



Plaintiffs Lauren Ballinger and Matthew Leib ("Plaintiffs"), individually and as class representatives on behalf of all others similarly situated, by their attorneys Outten & Golden LLP, make the following allegations against Defendants Advance Publications, Inc. d/b/a Condé Nast Publications ("Condé Nast" or "Defendant"):

**INTRODUCTION**

1. Condé Nast is a worldwide publisher of magazines focused on fashion, culture, travel, food, and home, including *W Magazine* and *The New Yorker*.
2. Like other magazine publishers, including The Hearst Corporation, Condé Nast relies on a steady stream of interns to perform entry-level work that contributes to its magazines' operations and reduces its labor costs. As an intern at Condé Nast, Ballinger worked in *W Magazine*'s accessories and fine jewelry departments, packing and unpacking accessories and

jewelry, sorting through and organizing accessories and jewelry, running errands, filling out insurance forms, and doing other productive work. Leib worked for Condé Nast at *The New Yorker*, reviewing submissions and passing on those that he recommended to his supervisors, responding to readers' emails, proofreading, line editing, and relaying pieces between writers, cartoonists, and editors. Condé Nast paid Ballinger and Leib less than the minimum wage for the hours they worked, usually about a dollar an hour, if that.

3. The Fair Labor Standards Act ("FLSA") does not contain an exception for interns. In 1947, in *Walling v. Portland Terminal Co.*,<sup>1</sup> the U.S. Supreme Court carved out a narrow exception from the FLSA's broad definition of "employee" for participants in an employer's brief 7- to 8-day training program whose work provided no "immediate advantage" to the employer. The Supreme Court cautioned against using the decision to allow employers to do what Condé Nast and many other employers have done in recent years: "accept[] the services of beginners at pay less than the legal minimum[.]"<sup>2</sup>

4. According to the U.S. Department of Labor, interns who work for private employers are presumed to be covered by the FLSA.<sup>3</sup> Interns who "are engaged in the operations of the employer or are performing productive work" must be paid the minimum wage even if they "receiv[e] some benefits in the form of a new skill or improved work habits" because the employer "benefits from the interns' work."<sup>4</sup>

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<sup>1</sup> 330 U.S. 148 (1947).

<sup>2</sup> *Id.* at 153.

<sup>3</sup> U.S. Dep't of Labor, Fact Sheet #71: Internship Programs Under The Fair Labor Standards Act, available at <http://www.dol.gov/whd/regs/compliance/whdfs71.htm> (last visited Apr. 25, 2013).

<sup>4</sup> *Id.*

5. Plaintiff Leib brings this action on behalf of himself and those similarly situated who elect to opt-in to this action pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”), and specifically, the collective action provision of 29 U.S.C. § 216(b), to remedy Defendant’s violations of the wage-and-hour provisions of the FLSA that have deprived Plaintiff and others similarly situated of their lawfully earned wages.

6. Plaintiff Ballinger brings this action as a class action under Federal Rule of Civil Procedure 23 for violations of New York Labor Law Art. 19, §§ 650 *et seq.* and the supporting New York State Department of Labor Regulations, N.Y. Comp. Codes R. & Regs. tit. 12, Part 142 *et seq.* (collectively, “NYLL”).

7. Because Defendant’s violations of the law are ongoing, Plaintiffs seek injunctive relief to ensure that the unlawful policies and practices do not continue.

### **THE PARTIES**

#### **Lauren Ballinger**

8. Plaintiff Lauren Ballinger is an adult individual who resides in Brooklyn, New York.

9. Ballinger was employed by Defendants as an intern at *W Magazine*, a Condé Nast publication, from approximately June 2009 through October 2009.

10. Ballinger is a covered employee within the meaning of the NYLL.

#### **Matthew Leib**

11. Plaintiff Matthew Leib is an adult individual who resides in Morristown, New Jersey.

12. Leib was employed by Defendants as an intern at *The New Yorker*, a Condé Nast publication, from approximately mid-June 2009 until late August 2009 and from approximately mid-June 2010 until early September 2010.

13. Leib is a covered employee within the meaning of the FLSA and the NYLL.

14. Leib has consented to join this action by filing a written Consent to Join form, which is attached hereto as Exhibit A.

### **Defendants**

15. Advance Magazine Publishers, Inc. is a New York corporation with its principal executive office located at 4 Times Square, New York, New York.

16. Condé Nast is a division of Advance Magazine Publishers, Inc.

17. Condé Nast has its principal executive office at 4 Times Square, New York, New York.

18. Condé Nast is a covered employer within the meaning of the FLSA and the NYLL and, at all relevant times, employed and/or jointly employed Plaintiffs and similarly situated interns.

19. Throughout the relevant period, Condé Nast has set policies that applied to Plaintiffs and other similarly situated interns, including compensation policies, and has had the power to control Plaintiffs' and other interns' conditions of work.

20. Condé Nast advertises its "Intern Program" on the career page of its website, at <http://www.condenast.com/careers/life-at-conde-nast>.

21. According to its website, Condé Nast requires interns to have "a keen interest in the media industry" and be enrolled in an undergraduate program in the United States that will award academic credit for participating in its Intern Program.

22. Upon information and belief, Condé Nast made changes to its Intern Program in the spring of 2012.

23. As part of these changes, Condé Nast magazines are supposed to pay interns stipends of approximately \$550 per semester of work.

24. As part of these changes, intern supervisors are not supposed to send interns on personal errands.

25. As part of these changes, interns are supposed to attend an orientation program with Condé Nast's Human Resources department.

### **JURISDICTION AND VENUE**

26. This Court has subject matter jurisdiction with respect to the federal claims pursuant to 28 U.S.C. §§ 1331 and 1337, and jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1332 (the Class Action Fairness Act) and 28 U.S.C. § 1367 (supplemental jurisdiction).

27. Plaintiffs' state law claims are so closely related to the claims under the Fair Labor Standards Act that they form part of the same case or controversy under Article III of the United States Constitution.

28. This Court also has jurisdiction over the claims under the FLSA pursuant to 29 U.S.C. § 216(b).

29. Upon information and belief, at least one member of the proposed class is a citizen of a state different from that of Defendant.

30. Upon information and belief, citizenship of the members of the proposed class is dispersed among a substantial number of states and countries.

31. Upon information and belief, there are more than 100 members of the proposed

class in the aggregate.

32. Defendant is subject to personal jurisdiction in New York.

33. Condé Nast has its principal offices at 4 Times Square, New York, New York.

34. Upon information and belief, the amount in controversy in this matter exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

35. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

36. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(b) and (c) because Defendant is subject to personal jurisdiction in the Southern District of New York and the events or omissions giving rise to the claims occurred in this District.

### **CLASS ACTION ALLEGATIONS**

37. Ballinger brings the Second and Third Causes of Action, NYLL claims, under Rule 23 of the Federal Rules of Civil Procedure, on behalf of herself and all persons who have worked as interns in the fashion departments, accessories departments, and/or jewelry departments of Condé Nast magazines in New York and who were not paid the minimum wage for all hours worked between June 13, 2007 and the date of final judgment in this action (the “Intern Class”).

38. Excluded from the Intern Class are Defendant, Defendant’s legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendant; the Judge(s) to whom this case is assigned and any member of the Judges’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Intern Class.

39. The members of the Intern Class are so numerous that joinder of all members is impracticable.

40. Upon information and belief, the size of the Intern Class is more than 100 individuals.

41. Defendant has acted or has refused to act on grounds generally applicable to the Intern Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

42. Common questions of law and fact exist as to the Intern Class and predominate over any questions affecting only individual members of the Intern Class, and include, but are not limited to, the following:

- (a) Whether Defendant has or had a policy or practice of failing to pay Ballinger and the members of the Intern Class the minimum wage for all hours worked in violation of NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations, N.Y. Comp. Codes R. & Regs. tit. 12, § 142 *et seq.*, as alleged herein;
- (b) Whether Defendant has or had a policy or practice of failing to pay Ballinger and members of the Intern Class spread-of-hours wages on days when they worked more than 10 hours in violation of NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations, 12 N.Y. Comp. Codes R. & Regs. tit. 12, Part 142 *et seq.*, as alleged herein;
- (c) Whether the work that Ballinger and the members of the Intern Class performed provided Defendant with an immediate advantage;
- (d) Whether Ballinger and the members of the Intern Class performed work that reduced the workload of Defendant's employees, augmented its workforce, or reduced its labor costs;
- (e) Whether Ballinger and the members of the Intern Class participated in a training program that provided training similar to that which would be given in an educational environment;
- (f) Whether receipt of academic credit provides a defense to the application of the NYLL's minimum wage requirements;
- (g) Whether Defendant's unlawful wage and hour policies or practices as alleged

herein were instituted willfully or with reckless disregard for the law; and

- (h) The nature and extent of class-wide injury and the measure of damages for those injuries.

43. Ballinger's claims are typical of the claims of the Intern Class she seeks to represent.

44. Ballinger and all Intern Class members were subject to the same or similar compensation policies and practices of Defendant. Ballinger and the Intern Class have all sustained similar types of damages as a result of Defendant's failure to comply with the NYLL.

45. Ballinger will fairly and adequately represent and protect the interests of the Intern Class. Ballinger has retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between Ballinger and members of the Intern Class.

46. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The members of the Intern Class have been damaged and are entitled to recovery as a result of Defendant's common and uniform policies, practices, and procedures and as a result of Defendant's violation of the NYLL. Although the relative damages suffered by individual Intern Class members are not *de minimis*, such damages are small compared to the expense and burden of individual prosecution of this litigation. Individual plaintiffs lack the financial resources to conduct a thorough examination of Defendant's compensation practices and to prosecute vigorously a lawsuit against Defendant to recover damages stemming from such practices. In addition, class litigation is superior because it will prevent unduly duplicative litigation that might result in inconsistent judgments about Defendant's practices.

47. This action is properly maintainable as a class action under Federal Rule of Civil



Procedure 23(b)(3).

### **COLLECTIVE ACTION ALLEGATIONS**

48. Plaintiff Leib brings the First Cause of Action, the FLSA claim, on behalf of himself and all persons who have worked as interns for Condé Nast between June 13, 2010 and the date of final judgment in this action, who were not paid the minimum wage for all hours worked, and who elect to join the action (the “Intern Collective”).

49. Defendant is liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiff and the members of the Intern Collective. Upon information and belief, the Intern Collective consists of many similarly situated individuals who have been underpaid or not paid at all by Defendant in violation of the FLSA and who would benefit from the issuance of a court-supervised notice of the lawsuit and the opportunity to join the lawsuit. Those similarly situated collective members are known to Defendant, are readily identifiable, and can be located through Defendant’s records. Notice should be sent to the members of the Intern Collective pursuant to 29 U.S.C. § 216(b).

### **CLASS-WIDE FACTUAL ALLEGATIONS**

50. Plaintiffs and the members of the Intern Class and Intern Collective defined above (collectively, “Intern Class Members”) have been victims of a common policy and plan perpetrated by Defendant that has violated their rights under the FLSA and the NYLL by denying them minimum wages and spread-of-hours wages.

51. At all times relevant, Defendant’s unlawful conduct, policies, and patterns or practices described in this Class Action Complaint have been willful.

52. As part of its ongoing business practice, Defendant has intentionally, willfully, and repeatedly harmed Plaintiffs and the Intern Class Members by engaging in a pattern,

practice, and/or policy of violating the FLSA and/or the NYLL as described in this Class Action Complaint.

53. Defendant has failed to pay minimum wages for all hours worked and spread-of-hours pay for workdays over 10 hours to Plaintiffs and the Intern Class Members.

54. Defendant has obtained an immediate advantage from the work that Plaintiffs and the Intern Class Members performed.

55. Upon information and belief, Defendant would have hired additional employees or required existing staff to work additional hours had Plaintiffs and Intern Class Members not performed work for Defendant.

56. Upon information and belief, Plaintiffs and the Intern Class Members regularly performed productive work that benefited Defendant.

57. Defendant did not provide training to Plaintiffs or the Intern Class members that is similar to training that would be provided in an educational environment.

58. Defendant failed to keep accurate or adequate records of hours worked by Plaintiffs and the Intern Class Members as required by the FLSA and the NYLL.

59. Upon information and belief, Defendant's unlawful conduct described in this Class Action Complaint has been pursuant to a corporate policy or practice of minimizing labor costs by denying Plaintiffs and the Intern Class Members compensation in violation of the FLSA and NYLL.

60. Defendant's unlawful conduct has been widespread, repeated, and consistent. Defendant's policies and practices as described herein are ongoing.

61. Defendant's unlawful conduct, as set forth in this Class Action Complaint, has been intentional, willful, and in bad faith, and has caused significant damages to Plaintiffs and

the Intern Class Members.

62. Defendant's deceptive conduct prevented Plaintiffs and the Intern Class from discovering or asserting their claims any earlier than they did.

### **PLAINTIFFS' FACTUAL ALLEGATIONS**

Consistent with its policies and patterns or practices as described herein, Defendant harmed Plaintiffs individually as follows:

#### **Lauren Ballinger**

63. From approximately June 2009 through October 2009, Ballinger worked for Defendant as an intern at *W Magazine*.

64. Ballinger was paid \$12 a day regardless of the hours she worked.

65. From approximately June 2009 through August 2009, Ballinger worked in *W*'s accessories department.

66. In the accessories department, Ballinger worked approximately four days a week.

67. She typically started work in the morning at 8 or 9 a.m. and worked until approximately 8 p.m. and sometimes as late as 10 p.m.

68. As an intern in the accessories department, Ballinger's duties included, but were not limited to:

- a. Locating accessories for magazine editors that were stored in conference rooms or other rooms in the *W* office;
- b. Organizing accessories;
- c. Unpacking accessories, checking them in according to *W*'s procedures, and re-packing them to be returned;
- d. Going on runs to pick up and drop off accessories from vendors;

- e. Going on personal errands for editors, including for coffee and lunch;
69. Ballinger worked alongside between 8 to 12 other interns who performed the same or similar duties that she performed.
70. Ballinger was provided with a manual that told her how to perform her duties as an intern in the accessories department.
71. The manual instructed interns to treat their internship “as if it were a job.”
72. The manual provided interns with the procedures that they were required to follow to document the receipt and return of accessories.
73. Ballinger worked as an intern in *W*’s fine jewelry department from approximately September 2009 through October 2009.
74. In the fine jewelry department, Ballinger worked approximately 3 days a week, from approximately 9 a.m. to approximately 7 p.m.
75. Her duties included, but were not limited to:
- a. Unpacking jewelry and re-packing it to be returned according to *W*’s procedures;
  - b. Completing insurance forms for jewelry; and
  - c. Clipping stories from other magazines referring to jewelry and putting them in a binder for editors.
76. Two other interns also worked in the fine jewelry department when Ballinger worked there and performed the same or similar duties that she performed.
77. Ballinger was provided with a manual that told her how to perform her duties as an intern in the fine jewelry department, including an Intern “Daily To Do List” and the procedures that she and other interns were to follow to check in, return, and maintain jewelry.

## **Matthew Leib**

78. From approximately mid-June 2009 through approximately late August 2009 and again from approximately mid-June 2010 through approximately early September 2010, Leib worked as an intern at *The New Yorker*.

79. Leib was paid a total of between approximately \$300 to \$500 for each internship.

80. During his internship in 2009, Leib's duties included, but were not limited to:

- a. Reviewing pieces that individuals had submitted to be considered for inclusion in the magazine's "Shouts and Murmurs" section and selecting choice submissions to pass on to his supervisors for further consideration;
- b. Responding to emails sent to the magazine;
- c. Proofreading and line editing pieces for the magazine's "Talk of the Town" section;
- d. Dispatching edits to magazine writers, inputting edits, and relaying pieces between writers and editors; and
- e. Opening department mail.

81. Leib typically worked three days a week from approximately 10 a.m. to 5:30 p.m.

82. During his internship in 2010, Leib's duties included, but were not limited to:

- a. Scanning in and labeling cartoons for the magazine;
- b. Relaying cartoons between artists and editors;
- c. Returning rejected cartoons via mail;
- d. Filing artwork;
- e. Maintaining the online cartoon database;

- f. Doing research in the cartoon archives; and
  - g. Opening department mail.
83. Leib typically worked 3 days a week, from approximately 11 a.m. to 6 or 7 p.m.

**FIRST CAUSE OF ACTION**  
**Fair Labor Standards Act – Minimum Wages**  
**(Brought on behalf of Plaintiff Leib and the Intern Collective)**

84. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

85. Defendant has engaged in a widespread pattern, policy, and practice of violating the FLSA, as detailed in this Class Action Complaint.

86. The minimum wage provisions set forth in the FLSA, 29 U.S.C. §§ 201 *et seq.*, and the supporting federal regulations, apply to Defendant and protect Plaintiff and the members of the Intern Collective.

87. At all relevant times, Plaintiff and the members of the Intern Collective were employed by an entity engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 203(e), (m), and 206(a), and/or they were engaged in commerce and/or the production or sale of goods for commerce within the meaning of 29 U.S.C. §§ 203(e), (r), and (s).

88. At all relevant times, Plaintiff and the members of the Intern Collective were employees of Defendant within the meaning of 29 U.S.C. § 203(e).

89. At all relevant times, Defendant has been an enterprise engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 203(e), (r), and (s).

90. At all relevant times, Defendant employed Plaintiff and the members of the Intern Collective within the meaning of 29 U.S.C. § 203(g).

91. Defendant has engaged in a policy and/or practice of failing to pay Plaintiff and the Intern Collective the applicable minimum wage for all hours it suffered or permitted them to work.

92. As a result of these minimum wage violations, Plaintiff and the members of the Intern Collective have suffered damages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

93. Defendant's unlawful conduct, as described in this Class Action Complaint, has been willful and intentional. Defendant was aware or should have been aware that the practices described in this Class Action Complaint are unlawful. Defendant has not made a good faith effort to comply with the FLSA with respect to the compensation of Plaintiff and the members of the Intern Collective.

94. Because Defendant's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

95. Members of the Intern Collective are entitled to collectively participate in this action by choosing to "opt-in" and submitting written Consents to Join this action. 29 U.S.C. § 216(b).

**SECOND CAUSE OF ACTION**  
**New York Labor Law Article 19 – Minimum Wage**  
**(Brought on behalf of Plaintiff Ballinger and the Intern Class)**

96. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

97. Defendant failed to pay Ballinger and the members of the Intern Class the minimum wages to which they are entitled under the NYLL.

98. Defendant has engaged in a widespread pattern, policy, and practice of violating the NYLL, as detailed in this Class Action Complaint.

99. At all times relevant, Ballinger and the members of the Intern Class have been employees and Defendant has been an employer within the meaning of NYLL §§ 190, 651(5), 652 and the supporting New York State Department of Labor Regulations.

100. The minimum wage provisions of Article 19 of the NYLL and the supporting New York State Department of Labor regulations apply to Defendant and protect Ballinger and the members of the Intern Class.

101. Defendant was required to pay Ballinger and the members of the Intern Class a minimum wage at a rate of (a) \$7.15 per hour for all hours worked from January 1, 2007 through July 23, 2009; and (b) \$7.25 per hour for all hours worked from July 24, 2009 through the present, under NYLL § 652 and the supporting New York State Department of Labor regulations.

102. Defendant failed to pay Ballinger and the members of the Intern Class minimum wages for all hours worked to which they are entitled under the NYLL and the supporting New York State Department of Labor regulations.

103. By Defendant's knowing or intentional failure to pay Ballinger and the members of the Intern Class minimum hourly wages for all of the hours they worked, Defendant has willfully violated the NYLL Art. 19 §§ 650 *et seq.* and the supporting New York State Department of Labor regulations.

104. Due to Defendant's violations of the NYLL, Ballinger and the members of the



Intern Class are entitled to recover from Defendant their unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

**THIRD CAUSE OF ACTION**

**New York Labor Law Article 19 - Spread-of-Hours Pay  
(Brought on behalf of Plaintiff Ballinger and the Intern Class)**

105. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

106. Defendant has willfully failed to pay Ballinger and the members of the Intern Class additional compensation of one hour's pay at the minimum wage rate for each day during which they worked more than 10 hours.

107. By Defendant's failure to pay Ballinger and the members of the Intern Class spread-of-hours pay, Defendant has willfully violated NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations.

108. Due to Defendant's violations of the NYLL, Ballinger and the members of the Intern Class are entitled to recover from Defendant their wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

**FOURTH CAUSE OF ACTION**

**New York Labor Law Article 19 – Minimum Wage  
(Brought on behalf of Plaintiff Lieb)**

109. Plaintiffs re-allege and incorporate by reference all allegations in all preceding paragraphs.

110. Defendant failed to pay Lieb the minimum wages to which he is entitled under the NYLL.

111. At all times relevant, Lieb has been an employee and Defendant has been an employer within the meaning of NYLL §§ 190, 651(5), 652 and the supporting New York State

Department of Labor Regulations.

112. The minimum wage provisions of Article 19 of the NYLL and the supporting New York State Department of Labor regulations apply to Defendant and protect Lieb.

113. Defendant was required to pay Lieb a minimum wage at a rate of (a) \$7.15 per hour for all hours worked from January 1, 2007 through July 23, 2009; and (b) \$7.25 per hour for all hours worked from July 24, 2009 through the present, under NYLL § 652 and the supporting New York State Department of Labor regulations.

114. Defendant failed to pay Lieb minimum wages for all hours worked to which he is entitled under the NYLL and the supporting New York State Department of Labor regulations.

115. By Defendant's knowing or intentional failure to pay Lieb minimum hourly wages for all of the hours he worked, Defendant has willfully violated the NYLL Art. 19 §§ 650 *et seq.* and the supporting New York State Department of Labor regulations.

116. Due to Defendant's violations of the NYLL, Lieb is entitled to recover from Defendant his unpaid wages, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, on their own behalf and on behalf of all other similarly situated persons, seek the following relief:

A. That, at the earliest possible time, Plaintiffs be allowed to give notice of this collective action, or that the Court issue such notice, to the members of the Intern Collective, as defined above. Such notice shall inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit if they believe they were denied proper wages;

B. Unpaid minimum wages and an additional and an equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;

C. Unpaid minimum wages and spread-of-hours wages, pursuant to NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations, and an additional and equal amount as liquidated damages pursuant to NYLL § 663;

D. Certification of the Intern Class pursuant to Rule 23 of the Federal Rules of Civil Procedure;

E. Designation of Plaintiff Ballinger as a class representative of the Intern Class and designation of counsel of record as Class Counsel;

F. Pre-judgment interest and post-judgment interest;

G. Issuance of a declaratory judgment that the practices complained of in this Class Action Complaint are unlawful NYLL Art. 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor regulations;

H. An injunction requiring Defendant to pay all statutorily required wages pursuant to the NYLL and an order enjoining Defendant from continuing its unlawful policies and practices as described herein;

I. Reasonable attorneys' fees and costs of the action;

J. Such other relief as this Court shall deem just and proper.

Dated: New York, New York  
June 13, 2013

Respectfully submitted,  
**OUTTEN & GOLDEN LLP**

By:

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