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**ENDORSED
FILED**
OCT 25 2005
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

6 Attorneys for Representative Plaintiff
7 and the Plaintiff Class

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SONOMA**

11 JASON BARRAGAN individually, and)
12 on behalf of all others similarly situated,)

13 Plaintiffs,)

13 vs.)

14 FETTERS ROOFING ENTERPRISES,)
15 INC., dba ALL AMERICAN ROOFING)
16 CO., and DOES 1 through 25, inclusive,)

16 Defendants.)

Case No.: 237661

CLASS ACTION

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

18 Representative Plaintiff alleges as follows:

20 **PRELIMINARY STATEMENT**

21 1. This is a class action, under Code of Civil Procedure § 382, seeking unpaid wages,
22 including unpaid overtime compensation and interest thereon, rest period compensation, waiting
23 time penalties, injunctive and other equitable relief and reasonable attorneys' fees and costs, under,
24 *inter alia*, California Code of Civil Procedure § 382, Labor Code §§ 201- 203, 218.5, 226, 226.7,
25 510, 1174 and 1194, and CCP § 1021.5, on behalf of Plaintiff and all other persons who are or have
26 been employed by defendant FETTERS ROOFING ENTERPRISES, INC. dba ALL AMERICAN
27 ROOFING CO., and DOES 1 through 25, inclusive (collectively "All American Roofing" and/or
28 "Defendant[s]") as hourly laborers ("Roofers") in any of All American Roofing's construction sites

1 in the State of California, at any time after the commencement of the pay period including October
2 25, 2001. The Representative Plaintiff, on behalf of himself and the Class Members, also seeks
3 injunctive relief and restitution of all benefits All American Roofing has enjoyed from its failure to
4 pay overtime compensation under Business and Professions Code §§ 17200-17208.

5 2. The "Class Period" is designated as the time from at least the commencement of the
6 pay period including October 25, 2001 through the trial date, based upon the allegation that All
7 American Roofing's violations of California wage and hour laws, as described more fully below,
8 have been ongoing since at least this date. During the Class Period, All American Roofing has had
9 a consistent policy of (1) permitting, encouraging, and/or requiring its hourly workers, including
10 Representative Plaintiff and Class Members, to work in excess of eight hours per day and in excess
11 of forty hours per week without paying them overtime compensation as required by California's
12 wage and hour laws; (2) unlawfully denying Representative Plaintiff and Class Members statutorily-
13 mandated rest periods; (3) willfully failing to pay compensation (including unpaid overtime) owing
14 in a prompt and timely manner to the Representative Plaintiff and/or those Class Members whose
15 employment with All American Roofing terminated; and (4) willfully failing to provide
16 Representative Plaintiff and the California Class Members with accurate semi-monthly itemized
17 statements of the total number of hours each of them worked, the applicable deductions and the
18 applicable hourly rates in effect during the pay period.

19
20 **INTRODUCTION**

21 3. Nearly a hundred years ago, California enacted its first daily overtime law, thereby
22 setting California's first workday standard, long before the federal government enacted overtime
23 protections for workers.

24 4. According to findings of the California Legislature, numerous studies have linked
25 long work hours to increased rates of accident and injury and a loss of family cohesion when either
26 or both parents are kept away from home for extended periods of time, on either a daily or weekly
27 basis.

28 ///

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11. Venue as to Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395(a). Defendant Fetters Roofing Enterprises, Inc., dba All American Roofing Co. is a corporation; maintaining offices and doing business in Sonoma County, and is otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Representative Plaintiff and those similarly situated within the State of California and within Sonoma County. Defendant All American Roofing employed Representative Plaintiff and numerous Class Members in Sonoma County during the class period.

PLAINTIFFS

12. The Representative Plaintiff is a natural person and was, during the relevant time period identified herein, employed by defendant All American Roofing as a Roofer.

13. As used throughout this Complaint, the terms "Plaintiff" and/or "Class" refer to the named Plaintiff herein as well as each and every person eligible for membership in the Plaintiff Class, as further described and defined below.

14. The Plaintiff Class consists, generally, of all members who are/were employed as roofers for All American Roofing during the class period, and were denied over time pay

15. At all times herein relevant, the Representative Plaintiff was and now is a person within the Class of persons further described and defined herein.

16. The Representative Plaintiff brings this action on behalf of himself and as a class action on behalf of all persons similarly situated and proximately damaged by the unlawful conduct described herein, (pursuant to California Code of Civil Procedure §382).

DEFENDANT

17. At all times herein relevant, defendant FETTERS ROOFING ENTERPRISES, INC. dba All AMERICAN ROOFING CO. and Does 1 through 25, inclusive (collectively referred to as "All American Roofing " and/or "Defendant") were corporations and/or business entities, duly licensed, located and doing business in, but not limited to, the County of Sonoma, in the State of California.

1 18. Those defendants identified as Does 1 through 25, inclusive, are and were, at all
2 relevant times herein-mentioned, officers, directors and/or managing agents of some/each of the
3 remaining defendants.

4 19. Representative Plaintiff is unaware of the true names and capacities of those
5 defendants sued herein as Does 1 through 25, inclusive and, therefore, sues these defendants by such
6 fictitious names. Representative Plaintiff will seek leave of Court to amend this Complaint when
7 same are ascertained. Representative Plaintiff is informed and believes and, on that basis, alleges
8 that each of the fictitiously-named defendants is responsible in some manner for, gave consent to,
9 ratified and/or authorized the conduct herein alleged and that Representative Plaintiff's and Class
10 Members' damages, as herein alleged, were proximately caused thereby.

11 20. Representative Plaintiff is informed and believes and, on that basis, alleges that, at
12 all relevant times herein mentioned, each of the defendants was the agent and/or employee of each
13 of the remaining defendants and, in doing the acts herein alleged, was acting within the course and
14 scope of such agency and/or employment.

15
16 **CLASS ACTION ALLEGATIONS**

17 21. Representative Plaintiff JASON BARRAGAN brings this action on behalf of himself
18 and as a class action on behalf of all persons similarly situated and proximately damaged by All
19 American Roofing's conduct as set forth herein, including, but not necessarily limited to the
20 following Class:

21 All persons who are/were employed as hourly laborers by FETTERS
22 ROOFING ENTERPRISES, INC. dba ALL AMERICAN ROOFING
23 CO., and who worked uncompensated overtime and/or were denied
rest periods at any time between October 25, 2001 and the present.

24 22. Defendant, its officers and directors are excluded from the Class.

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

28 a. Numerosity: A class action is the only available method for the fair and

1 efficient adjudication of this controversy. The members of the class are so
2 numerous that joinder of all members is impractical, if not impossible, insofar
3 as Representative Plaintiff is informed and believes and, on that basis, allege
4 that the total membership in the class is more than one hundred individuals.
Membership in the Class will be determined upon analysis of employee and
payroll, among other, records maintained by All American Roofing.

5 b. Commonality: The Representative Plaintiff and the Class Members share a
6 community of interests in that there are numerous common questions and
7 issues of fact and law which predominate over any questions and issues
8 solely affecting individual members, including, but not necessarily limited
9 to:

10 i. whether defendant All American Roofing violated IWC Wage Orders
11 and/or Labor Code § 510 by failing to pay overtime compensation to
12 hourly workers who worked in excess of forty hours per week and/or
13 eight hours per day.

14 ii. whether defendant All American Roofing violated Business and
15 Professions Code § 17200 by failing to pay overtime compensation
16 to workers who worked in excess of forty hours per week and/or eight
17 hours per day.

18 iii. whether defendant All American Roofing violated Labor Code §§
19 226.7 by failing to consistently provide rest periods to its workers.

20 iv. whether defendant All American Roofing violated Labor Code §
21 1174 by failing to keep accurate records of employees' hours of work.

22 v. whether defendant All American Roofing violated Labor Code §§
23 201-203 by failing to pay overtime wages due and owing at the time
24 that certain Class Members' employment with Defendant terminated.

25 vi. whether defendant All American Roofing violated Labor Code § 226
26 by failing to provide accurate semimonthly itemized statements to
27 Class Members of total hours worked by each and all applicable
28 hourly rates in effect during the pay period.

vii. whether Representative Plaintiff and the Class Members are entitled
to "waiting time" penalties, pursuant to Labor Code § 203.

c. Typicality: The Representative Plaintiff's claims are typical of the claims of
the Class. The Representative Plaintiff and all members of the Class
sustained injuries and damages arising out of and caused by defendant All
American Roofing's common course of conduct in violation of law, as
alleged herein.

d. Superiority of Class Action: Since the damages suffered by individual Class
Members, while not inconsequential, may be relatively small, the expense
and burden of individual litigation by each member makes or may make it
impractical for members of the Class to seek redress individually for the
wrongful conduct alleged herein. Should separate actions be brought or be
required to be brought by each individual member of the Class, the resulting
multiplicity of lawsuits would cause undue hardship and expense for the
Court and the litigants. The prosecution of separate actions would also create

1 a risk of inconsistent rulings, which might be dispositive of the interests of
2 other Class Members who are not parties to the adjudications and/or may
substantially impede their ability to adequately protect their interests.

3 e. Adequacy of Representation: The Representative Plaintiff in this class action
4 is an adequate representative of the Class, in that the Representative Plaintiff
5 claims are typical of those of the Class and the Representative Plaintiffs has
6 the same interests in the litigation of this case as the Class Members. The
7 Representative Plaintiff is committed to vigorous prosecution of this case,
8 and has retained competent counsel, experienced in litigation of this nature.
9 The Representative Plaintiff is not subject to any individual defenses unique
from those conceivably applicable to the Class as a whole. The
Representative Plaintiff anticipates no management difficulties in this
litigation.

10 COMMON FACTUAL ALLEGATIONS

11 24. As described herein, All American Roofing has, for years, knowingly failed to
12 adequately compensate its laborers within the class definition identified above the premium
13 (overtime) wages due to them, thereby enjoying a significant competitive edge over other roofing
14 companies. Even upon termination or resignation of the employment of numerous class members,
15 All American Roofing has declined to pay these wages, in blatant violation of California Labor Code
§§ 201 and/or 202.

16 25. Furthermore, despite its knowledge of the Representative Plaintiff's and the Class
17 Members' entitlement to premium (overtime) pay for excess hours worked, All American Roofing
18 violated California Labor Code §1174[d] by failing to provide or require the use, maintenance or
19 submission of time records by members of the Plaintiff Class. All American Roofing also failed to
20 provide Representative Plaintiff and members of the Plaintiff Class with accurate semimonthly
21 itemized statements of the total number of hours worked by each and all applicable hourly rates in
22 effect during the pay period, all in violation of California Labor Code § 226. In so doing, All
23 American Roofing has not only failed to pay its workers the full amount of compensation due to
24 them, it has, until now, effectively shielded itself from its employees' scrutiny for its unlawful
25 conduct by concealing the magnitude and financial impact of its wrongdoing.

26 26. California Labor Code §§ 201 and 202 require defendant All American Roofing to
27 pay its employees all wages due immediately upon discharge. California Labor Code § 203 provides
28 that, if an employer willfully fails to timely pay such wages, the employer must, as a penalty,

1 continue to pay the subject employees' wages until the back wages are paid in full or until an action
2 is commenced. The penalty cannot exceed 30 days of wages.

3 27. Representative Plaintiff and all persons similarly situated are entitled to unpaid
4 compensation, yet, to date, have not received such compensation.

5 28. As a consequence of defendant All American Roofing's willful conduct in not paying
6 compensation for all hours worked and not paying for denied rest periods, Representative Plaintiff
7 and certain class members are entitled to 30 days wages as a penalty under Labor Code section 203,
8 together with interest thereon and attorneys' fees and costs.

9 29. As a direct and proximate result of All American Roofing's unlawful conduct, as set
10 forth herein, Representative Plaintiff and particular Class Members have sustained damages, as
11 described above, including, but not limited to loss of earnings for hours of overtime worked on
12 behalf of Defendants, in an amount to be established at trial. As a further direct and proximate result
13 of Defendant's unlawful conduct, as set forth herein, Representative Plaintiff and certain Class
14 Members herein are entitled to recover "waiting time" penalties/wages (pursuant to California Labor
15 Code § 203) and penalties for failure to provide semimonthly statements of actual hours worked and
16 all applicable hourly rates (pursuant to Labor Code § 226) in an amount to be established at trial.
17 As a further direct and proximate result of Defendant's unlawful conduct, as set forth herein,
18 Representative Plaintiff and the Plaintiff Class are also entitled to recover costs and attorneys' fees,
19 pursuant to statute.

20
21 **FIRST CAUSE OF ACTION**
22 **UNLAWFUL FAILURE TO PAY REQUIRED OVERTIME**
23 **(California Labor Code § 510)**

24 30. Representative Plaintiff incorporates in this cause of action each and every allegation
25 of the preceding paragraphs, with the same force and effect as though fully set forth herein.

26 31. During the time period beginning as of the commencement of the pay period
27 including October 25, 2001 and continuing through the present, Representative Plaintiff and the
28 Class Members worked in excess of eight hours in a workday and/or forty hours in a workweek. The
precise number of hours will be proven at trial.

1 32. During said time period, defendant All American Roofing refused to compensate
2 Representative Plaintiff and the Class Members for some and/or all of the overtime wages earned
3 in violation of applicable Wage Order(s) and the California Labor Code.

4 33. During said time period, Representative Plaintiff and particular Class Members herein
5 were employed by and were thereafter terminated or resigned from their positions with All American
6 Roofing, yet were not paid all premium (overtime) and/or other wages due upon said termination or
7 within seventy-two hours of said resignation of employment therefrom. Said non-payment was the
8 direct and proximate result of a willful refusal to do so by Defendant.

9 34. At all relevant times, Defendant was aware of and was under a duty to comply with
10 various provisions of the California Labor Code. Some of these Labor Code provisions include(d):

- 11 a. Labor Code §203: “If an employer willfully fails to pay, without
12 abatement or reduction, in accordance with Sections 201, 201.5, 202, and
13 205.5, any wages of an employee who is discharged or who quits, the wages
14 of the employee shall continue as a penalty from the due date thereof at the
15 same rate until paid or until an action therefor is commenced; but the wages
16 shall not continue for more than 30 days.”
- 17 b. Labor Code § 226: “Every employer shall semimonthly or at the time of
18 each payment of wages, furnish each of his or her employees, either as a
19 detachable part of the check, draft, or voucher paying the employee’s wages,
20 or separately when wages are paid by personal check or cash, an itemized
21 statement in writing showing . . . (2) total hours worked by the employee . .
22 . and (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee.”
- 24 c. Labor Code §510: “Any work in excess of eight hours in one workday
25 and any work in excess of 40 hours in any one workweek and the first eight
26 hours worked on the seventh day or work in any one workweek shall be
27 compensated at the rate of no less than one and one-half times the regular rate
28 of pay for an employee”
- d. Labor Code § 1194: “Notwithstanding any agreement to work for a lesser
wage, any employee receiving less than the legal minimum wage or the legal
overtime compensation applicable to the employee is entitled to recover in
a civil action the unpaid balance of the full amount of this minimum wage or
overtime compensation, including interest thereon, reasonable attorney’s fees,
and costs of suit.
- e. Labor Code §1198: “[t]he maximum hours of work and the standard
conditions of labor fixed by the commission shall be the maximum hours of
work and the standard conditions of labor for employees. The employment
of any employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”
- f. Labor Code §1199: “Every employer or other person acting either

1 individually or as an officer, agent, or employee of another person is guilty
2 of a misdemeanor and is punishable by a fine of not less than one hundred
3 dollars (\$100) or by imprisonment for not less than 30 days, or by both, who
4 . . . (a) Requires or causes any employee to work for longer hours than those
5 fixed, or under conditions of labor prohibited by an order of the commission.
6 . . . [or] (c) Violates or refuses or neglects to comply with any provision of
7 this chapter or any order or ruling of the commission.”

8 35. By refusing to compensate Representative Plaintiff and the Class Members for
9 overtime wages earned, Defendant violated those California Labor Code provisions cited herein, as
10 well as various IWC Wage Order provisions.

11 36. As a direct and proximate result of Defendant’s unlawful conduct, as set forth herein,
12 Representative Plaintiff and the Class Members have sustained damages, including loss of earnings
13 for hours of overtime worked on behalf of Defendant, in an amount to be established at trial. As a
14 further direct and proximate result of Defendant’s unlawful conduct, as set forth herein,
15 Representative Plaintiff and some Class Members are entitled to recover “waiting time”
16 penalties/wages, in an amount to be established at trial, as well as costs and attorneys’ fees pursuant
17 to statute.

18 **SECOND CAUSE OF ACTION**
19 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
20 **(California Business & Professions Code §§ 17200-17208)**

21 37. Representative Plaintiff incorporates in this cause of action each and every allegation
22 of the preceding paragraphs, with the same force and effect as though fully set forth herein.

23 38. Representative Plaintiff further brings this cause of action on behalf of the general
24 public, seeking equitable and statutory relief to stop the misconduct of Defendant, as complained of
25 herein, and seeking restitution from Defendant through the unfair, unlawful and fraudulent business
26 practices described herein.

27 39. The knowing conduct of Defendant, as alleged herein, constitutes unlawful, unfair
28 and/or fraudulent business practices, as set forth in California Business & Professions Code §§
17200-17208. Specifically, Defendant conducted business activities while failing to comply with
the legal mandates cited herein.

40. Defendant’s knowing failure to adopt policies in accordance with and/or adhere to

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1 these laws, all of which are binding upon and burdensome to Defendant's competitors, engenders
2 an unfair competitive advantage for Defendant, thereby constituting an unfair business practice, as
3 set forth in California Business & Professions Code §§ 17200-17208.

4 41. Defendant has clearly established a policy of accepting a certain amount of collateral
5 damage, as represented by the damages to Representative Plaintiff and the Plaintiff Class herein
6 alleged, as incidental to its business operations, rather than accept the alternative costs of full
7 compliance with fair, lawful and honest business practices ordinarily borne by responsible
8 competitors of Defendant and as set forth in legislation and the judicial record.

9
10 **THIRD CAUSE OF ACTION**
11 **FAILURE TO PROVIDE REST PERIODS**
12 **(California Labor Code § 226.7)**

13 42. Representative Plaintiff incorporates in this cause of action each and every allegation
14 of the preceding paragraphs, with the same force and effect as though fully set forth herein.

15 43. At all relevant times, Defendant was aware of and was under a duty to comply with
16 California Labor Code § 226.7.

- 17 44. California Labor Code § 226.7 provides:
- 18 (a) No employer shall require any employee to work during any meal
19 or rest period mandated by an applicable order of the Industrial
20 Welfare Commission.
 - 21 (b) If an employer fails to provide an employee a meal period or rest
22 period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one
24 additional hour of pay at the employee's regular rate of compensation
25 for each work day that the meal or rest period is not provided.

26 45. One or more Industrial Welfare Commission Wage Orders mandates that Defendant
27 authorize and permit ten minutes of "net rest time" for every four hours of work "or major fraction
28 thereof" for non-exempt employees such as Representative Plaintiff and members of the Plaintiff
Class.

46. By failing to consistently provide rest periods to Representative Plaintiff and Class
Members, Defendant violated this California Labor Code provision and applicable IWC wage order

47. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,

1 Representative Plaintiff and the Class Members have sustained damages, including loss of earnings,
2 in an amount to be established at trial. As a further direct and proximate result of Defendant's
3 unlawful conduct, as set forth herein, Representative Plaintiff and the Class Members are entitled
4 to recover various penalties, in an amount to be established at trial, as well as costs and attorneys'
5 fees, pursuant to statute.

6
7 **FOURTH CAUSE OF ACTION**
8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
9 **(California Labor Code § 226)**

10 48. Representative Plaintiff incorporates in this cause of action each and every allegation
11 of the preceding paragraphs, with the same force and effect as though fully set forth herein.

12 49. California Labor Code § 226(a) provides:

13 Each employer shall semimonthly, or at the time of each payment of
14 wages, furnish each of his or her employees either as a detachable
15 part of the check, draft or voucher paying the employee's wages, or
16 separately when wages are paid by personal check or cash, an
17 itemized wage statement in writing showing: (1) gross wages earned;
18 (2) total number of hours worked by each employee whose
19 compensation is based on an hourly wage; (3) all deductions;
20 provided, that all deductions made on written orders of the employee
21 may be aggregated and shown as one item; (4) net wages earned;
22 (5) the inclusive date of the period for which the employee is paid; (6)
23 the name of the employee and his or her social security number; and
24 (7) the name and address of the legal entity which is the employer.

25 50. California Labor Code § 226(e) provides:

26 An employee suffering injury as a result of a knowing and intentional
27 failure by an employer to comply with subdivision (a) is entitled to
28 recover the greater of all actual damages or fifty dollars (\$50) for the
initial pay period in which a violation occurs and one hundred dollars
(\$100) per employee for each violation in a subsequent pay period,
not exceeding an aggregate penalty of four thousand dollars (\$4,000),
and is entitled to an award of costs and reasonable attorney's fees.

51. Representative Plaintiff seeks to recover actual damages (including prospective
damages associated with filing restatements of earnings with taxing and/or other authorities), costs
and attorneys' fees under this section on behalf of himself and the Plaintiff Class.

52. Defendant All American Roofing failed to provide timely, accurate and complete
itemized wage statements to Representative Plaintiff and the Plaintiff Class in accordance with Labor

1 Code § 226(a). Plaintiff and the Plaintiff Class have suffered injuries due to this unlawful conduct
2 insofar as they have lost use of the compensation due, were forced to bring this action to redress
3 these violations, were forced to file inaccurate wage information with government agencies and,
4 should this action be successful, may be required to restate earnings for prior years and/or incur time
5 and costs in so doing.

6 53. None of the statements provided by Defendant has accurately reflected the total
7 number of hours worked, actual gross wages earned, net wages earned, or the appropriate deductions.

8
9 **RELIEF SOUGHT**

10 **WHEREFORE, the Representative Plaintiff**, on behalf of himself and the proposed
11 **Plaintiff Class**, prays for judgment and the following specific relief against **Defendants, and each**
12 **of them**, (“All American Roofing”) jointly and separately, as follows:

13 1. For an Order certifying the proposed Class and/or any other appropriate subclasses
14 under Code of Civil Procedure § 382;

15 2. That defendant All American Roofing is found to have violated the overtime
16 provisions of the Labor Code as to the Representative Plaintiff and the Plaintiff Class;

17 3. That defendant All American Roofing is found to have violated Labor Code § 226.7
18 for willful failure to provide rest periods to the Representative Plaintiff and the Plaintiff Class;

19 4. That defendant All American Roofing is found to have violated the record keeping
20 provisions of Labor Code §§ 226(a) and 1174(d) as to Representative Plaintiff and the Class and for
21 willful failure to provide accurate semimonthly itemized statements thereto;

22 5. That defendant All American Roofing is found to have violated Labor Code §§ 201
23 and 202 for willful failure to pay all compensation owed at the time of termination of employment
24 to Representative Plaintiff and certain members of the Plaintiff Class;

25 6. That defendant All American Roofing is found to have violated Business and
26 Professions Code § 17200 by failing to pay Representative Plaintiff and Class Members overtime
27 compensation and “waiting time” penalties, by denying them statutorily mandated meal periods
28 and/or by failing to provide accurate and complete itemized wage statements;

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1 7. An award to Representative Plaintiff and the Plaintiff Class of damages for the
2 amount of unpaid overtime compensation, the amount of wages due as a result of Defendant's failure
3 to provide rest periods, the amount of prospective damages associated with filing restatements of
4 earnings with taxing and/or other authorities, and related damages, including interest thereon, and
5 penalties in an amount to be proven at trial;

6 8. That defendant All American Roofing be ordered to pay restitution to Representative
7 Plaintiff and the Plaintiff Class of all profits and gains resulting from defendant All American
8 Roofing's unfair, unlawful and/or fraudulent activities, pursuant to Business and Professions Code
9 §§ 17200-08;

10 9. That defendant All American Roofing further be enjoined to cease and desist from
11 unfair, unlawful and/or fraudulent activities in violation of Business and Professions Code § 17200;

12 10. For all other Orders, findings and determinations identified and sought in this
13 Complaint;

14 11. For interest on the amount of any and all economic losses, at the prevailing legal rate;

15 12. For reasonable attorneys' fees, pursuant to California Labor Code §§ 218.5 and 1194
16 and/or California Civil Code §1021.5; and

17 13. For costs of suit and any and all such other relief as the Court deems just and proper.

18
19 Dated: October 24, 2005

SCOTT COLE & ASSOCIATES, APC

20
21 By: Clyde H. Charlton
22 Scott Edward Cole, Esq.
23 Clyde H. Charlton, Esq.
24 Matthew R. Bainer, Esq.

25 Attorneys for the Representative Plaintiff
26 and the Plaintiff Class
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