

SCOTT COLE & ASSOCIATES, APC  
ATTORNEYS AT LAW  
THE WORLD SAVINGS TOWER  
1970 BROADWAY, NINTH FLOOR  
OAKLAND, CA 94612  
TEL: (510) 891-9800

1 Scott Edward Cole, Esq. (S.B. #160744)  
Matthew R. Bainer, Esq. (S.B. #220972)  
2 Kevin R. Allen, Esq. (S.B. # 237994)  
3 **SCOTT COLE & ASSOCIATES, APC**  
1970 Broadway, Ninth Floor  
Oakland, California 94612  
4 Telephone: (510) 891-9800  
Facsimile: (510) 891-7030  
5 www.scalaw.com

6 Attorneys for Plaintiff

ENDORSED  
FILED  
ALAMEDA COUNTY

DEC 19 2007

CLERK OF THE SUPERIOR COURT  
By *PA*

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

11 RAKESH CHRISTIAN, individually,  
12 Plaintiff,

13 vs.

14 PACPIZZA, LLC, and DOES 1 through  
15 100, inclusive,  
16 Defendants.

Case No.: RG 07354636

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

18 Plaintiff alleges as follows:

20 **PRELIMINARY STATEMENT**

21 1. This Complaint is brought by Mr. Rakesh Christian (hereinafter "Plaintiff"), a former  
22 employee of defendant PacPizza, LLC, and Does 1 through 100, inclusive (hereinafter "PacPizza"  
23 and/or "Defendant"). Plaintiff alleges that PacPizza denied him proper wages, including overtime  
24 wages and other monetary compensation, and denied him meal and rest periods which PacPizza, as  
25 an employer, is required to provide under California law. Plaintiff hereby seeks to recover unpaid  
26 wages, including unpaid overtime compensation and interest thereon, meal and rest period  
27 compensation, waiting time penalties, injunctive and other equitable relief and reasonable attorneys'  
28 fees and costs, under, *inter alia*, California Labor Code §§ 200-204, 226, 226.7, 512, 1174 and 1194,

SCOTT COLE & ASSOCIATES, APC  
ATTORNEYS AT LAW  
THE WORLD SAVINGS TOWER  
1970 BROADWAY, NINTH FLOOR  
OAKLAND, CA 94612  
TEL: (510) 891-9800

1 California Code of Civil Procedure § 1021.5 and under Business and Professions Code § 17200, *et*  
2 *seq.*, for violations occurring during Plaintiff's employment with PacPizza.

3  
4 **INTRODUCTION**

5 2. The Plaintiff is informed and believes and, based thereon, alleges that PacPizza, a  
6 Limited Liability Company, was originally founded in 1997 and, soon thereafter, became the second  
7 largest Pizza Hut franchisee in the country by purchasing 148 restaurants from Pizza Hut's then-  
8 parent company and franchiser, PepsiCo, Inc. PacPizza currently owns and operates approximately  
9 115 restaurants, primarily located in California, Oregon and Nevada, with 90 restaurants in  
10 California alone.

11 3. Pizza Hut-franchised restaurants specialize in American-style pizza. Their uniform  
12 menu includes side dishes such as buffalo wings, bread sticks, and garlic bread, as well as desserts  
13 and Pepsi products. Pizza Hut is the world's largest pizza restaurant chain with approximately 34,000  
14 restaurants, delivery-carry out units, and kiosks in 100 countries.

15 4. Defendant labeled Plaintiff's employment position "Restaurant General Manager,"  
16 an employment position which did not meet the test for exemption from the payment of overtime  
17 wages or from the entitlement to statutorily-mandated meal and/or rest periods.

18 5. Despite actual knowledge of these facts and legal mandates, PacPizza elected to not  
19 compensate Plaintiff the overtime hours he worked and for missed meal and rest periods, thereby  
20 enjoying an advantage over its competition in the food service industry, and imposing a resultant  
21 disadvantage upon the Plaintiff.

22 6. The Plaintiff is informed and believes and, based thereon, alleges that PacPizza, its  
23 officers and/or agents knew of the facts and legal mandates alleged herein, yet, nonetheless,  
24 repeatedly directed, authorized and/or ratified the violations of the laws cited in this Complaint.

25 7. Despite PacPizza's knowledge of Plaintiff's entitlement to overtime compensation  
26 and meal and rest periods for all applicable work periods, PacPizza failed to provide the same to  
27 Plaintiff, in violation of the California Labor Code, Industrial Welfare Commission Wage Order No.  
28 5 and Title 8 of the California Code of Regulations, Article 5, among other laws and regulations.

SCOTT COLE & ASSOCIATES, APC  
ATTORNEYS AT LAW  
THE WORLD SAVINGS TOWER  
1970 BROADWAY, NINTH FLOOR  
OAKLAND, CA 94612  
TEL: (510) 891-9800

**JURISDICTION AND VENUE**

1  
2 8. This Court has jurisdiction over Plaintiff's claims for unpaid wages, interest, and  
3 penalties under, *inter alia*, Industrial Wage Commission Order 5, Title 8 of the California Code of  
4 Regulations, and Labor Code §§ 200-204, 226, 226.7, 510, 512, 1174 and 1194.

5 9. This Court has jurisdiction over Plaintiff's claims for injunctive relief and restitution  
6 of ill-gotten benefits arising from Defendant's unfair, unlawful and/or fraudulent business practices  
7 under Business & Professions Code §§ 17203 and 17204.

8 10. This Court has jurisdiction over Plaintiff's claims for reasonable attorneys' fees and  
9 costs associated with bringing this action under, *inter alia*, Labor Code § 1194, as well as Code of  
10 Civil Procedure § 1021.5.

11 11. Venue as to Defendant is proper in this judicial district, pursuant to Code of Civil  
12 Procedure § 395(a). PacPizza is a Limited Liability Company operating food establishments and  
13 doing business throughout California, including many locations in Alameda County. PacPizza  
14 transacts business, has agents and is otherwise within this Court's jurisdiction for purposes of service  
15 of process. The liability of the Defendant as alleged herein arose from Defendant's acts within  
16 Alameda County, causing direct harm to Plaintiff within the County of Alameda where this Court  
17 sits.

18  
19 **PLAINTIFF**

20 12. The Plaintiff is a natural person and was, during the relevant time period identified  
21 herein, employed by PacPizza as a Restaurant General Manager at one or more of its California Pizza  
22 Hut locations, including locations within Fremont and Union City, County of Alameda.

23  
24 **DEFENDANT**

25 13. At all times herein relevant, defendant PacPizza and Does 1 through 100, inclusive,  
26 were business entities and/or individuals, duly licensed, located and doing business in, but not  
27 limited to, the County of Alameda, in the State of California.

28 14. Those defendants identified as Does 1 through 100, inclusive, are and/or were, at all

1 times herein mentioned, officers, directors, partners, employers and/or managing agents of some or  
2 each of the remaining defendants. Plaintiff is informed and believes and, on that basis, alleges that,  
3 at all relevant times herein mentioned, each of the named defendants and those defendants identified  
4 as Does 1 through 100, inclusive, employed and/or exercised control over Plaintiff's wages, hours  
5 and/or working conditions.

6 15. Plaintiff is informed and believes and, on that basis, alleges that, at all times relevant  
7 to this Complaint, each of the defendants identified as Does 1 through 100 was the agent and/or  
8 employee of each of the remaining defendants and, in doing the acts herein alleged, was acting  
9 within the course and scope of such agency and/or employment.

10 16. Plaintiff is unaware of the true names and capacities of those defendants sued herein  
11 as Does 1 through 100, inclusive and, therefore, sues these defendants by such fictitious names.  
12 Plaintiff will seek leave of court to amend this Complaint when same are ascertained. Plaintiff is  
13 informed and believes and, on that basis, alleges that each of the fictitiously-named defendants is  
14 responsible in some manner for, gave consent to, ratified and/or authorized the conduct herein  
15 alleged and that Plaintiff's damages, as herein alleged, were proximately caused thereby.

### 16 FACTUAL ALLEGATIONS

17  
18 17. As described herein, PacPizza has, for the entire duration of Plaintiff's  
19 employment, knowingly failed to adequately compensate Plaintiff for all wages earned, including  
20 premium wages such as overtime wages and/or compensation for missed meal and/or rest  
21 periods, as are due under the California Labor Code and California Wage Order No. 5, thereby  
22 enjoying a significant competitive edge over other fast food chains, pizzerias, restaurants, and  
23 other eateries.

24 18. Furthermore, despite its knowledge of the Plaintiff's entitlement to premium  
25 (overtime) pay for excess hours worked, PacPizza violated California Labor Code § 1174(d) by  
26 failing to provide or require Plaintiff to use, maintain, or submit his time records. PacPizza also  
27 failed to provide Plaintiff with accurate semimonthly itemized statements of the total number of  
28 hours he worked and all applicable hourly rates in effect during each pay period, in violation of

1 California Labor Code § 226.

2 19. California Labor Code § 201 and/or 202 require defendant PacPizza to pay  
3 terminated employees all wages owed to the employee immediately upon discharge or no later  
4 than 72 hours after an unnoticed resignation, yet Defendant has not paid Plaintiff wages owed.  
5 Furthermore, Labor Code § 203 provides that, if an employer willfully fails to timely pay wages  
6 as provided by Labor Code § 201 and/or 202, then the employer must, as a penalty, continue to  
7 pay the subject employee's wages until the back wages are paid in full or an action is  
8 commenced, and shall continue to accrue for a period of time up to 30 days.

9 20. Plaintiff is entitled to unpaid compensation, yet, to date, has not received such  
10 compensation despite having been terminated from PacPizza.

11 21. More than 30 days have passed since Plaintiff was terminated from PacPizza's  
12 employ.

13 22. As a consequence of PacPizza's willful conduct in not paying Plaintiff  
14 compensation for all hours worked in a prompt and timely manner, Plaintiff is entitled to 30 days  
15 wages, as a penalty under Labor Code § 203, together with attorneys' fees and costs.

16 23. As a direct and proximate result of PacPizza's unlawful conduct, as set forth  
17 herein, Plaintiff has sustained damages, as described above, including, but not limited to, loss of  
18 earnings for hours of overtime worked on behalf of Defendant, in an amount to be established at  
19 trial. As a further direct and proximate result of Defendant's unlawful conduct, as set forth  
20 herein, Plaintiff is entitled to recover "waiting time" penalties/wages (pursuant to California  
21 Labor Code § 203) and penalties for failure to provide accurate semimonthly statements of actual  
22 hours worked and all applicable hourly rates (pursuant to Labor Code § 226) in an amount to be  
23 established at trial. As a further direct and proximate result of Defendant's unlawful conduct, as  
24 set forth herein, Plaintiff is also entitled to recover costs and attorneys' fees, pursuant to statute,  
25 and to restitution and injunctive relief pursuant to Business and Professions Code § 17200, *et*  
26 *seq.*

27 //

28 //

SCOTT COLE & ASSOCIATES, APC  
ATTORNEYS AT LAW  
THE WORLD SAVINGS TOWER  
1970 BROADWAY, NINTH FLOOR  
OAKLAND, CA 94612  
TEL: (510) 891-9800

**FIRST CAUSE OF ACTION**  
**UNLAWFUL FAILURE TO PAY ALL WAGES DUE**  
**(Violation of California IWC Wage Order 5 and California Labor Code)**

1  
2  
3       24. Plaintiff incorporates in this cause of action each and every allegation of the  
4 preceding paragraphs, with the same force and effect as though fully set forth herein.

5       25. During the time period Plaintiff was employed by PacPizza beginning at the  
6 commencement of the pay period including December 18, 2003, Plaintiff regularly worked in  
7 excess of eight hours in a workday and/or forty hours in a workweek. The precise number of  
8 hours will be proven at trial.

9       26. During Plaintiff's employment with PacPizza, Defendant refused to compensate  
10 Plaintiff for all wages due him, including overtime wages and compensation for missed meal and  
11 rest periods, in violation of the applicable California Wage Order No. 5 and/or the California  
12 Labor Code.

13       27. Moreover, Plaintiff was thereafter terminated from his position with PacPizza, yet  
14 was not paid all wages due upon his termination.

15       28. Said non-payment of all wages due was the direct and proximate result of a willful  
16 refusal to do so by Defendant.

17       29. During the course of Plaintiff's employment, and after, Defendant was aware of  
18 and was under a duty to comply with various provisions of California IWC Wage Order No. 5,  
19 issued by the Industrial Welfare Commission, as well as California Labor Code §§ 200-204,  
20 226.7, 510, 512, 515, 1198 and 1199.

21       30. By refusing to compensate Plaintiff for all wages earned, Defendant violated the  
22 California Labor Codes and IWC Wage Order provisions cited herein.

23       31. As a direct and proximate result of Defendant's unlawful conduct, as set forth  
24 herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked  
25 on behalf of Defendant, in an amount to be established at trial, plus interest thereon. As a further  
26 direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiff is  
27 entitled to recover "waiting time" and other penalties, in an amount to be established at trial,  
28 costs and attorneys' fees, pursuant to statute.

SCOTT COLE & ASSOCIATES, APC  
ATTORNEYS AT LAW  
THE WORLD SAVINGS TOWER  
1970 BROADWAY, NINTH FLOOR  
OAKLAND, CA 94612  
TEL: (510) 891-9800

**SECOND CAUSE OF ACTION  
FAILURE TO PROVIDE MEAL AND REST PERIODS  
(California Labor Code §§ 226.7 and 512)**

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

33. During the course of Plaintiff's employment, and after, Defendant was aware of and was under a duty to comply with California Labor Code §§ 226.7 and 512.

34. Specifically, California Labor Code § 226.7 provides:

- (a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.
- (b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

35. California Labor Code § 512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

36. Industrial Welfare Commission Wage Order No. 5, Sections 11 and 12, respectively, mandate that employers provide all applicable meal and/or rest periods to non-exempt employees, including non-exempt employees who have been mis-classified as exempt.

37. Section 11 of the IWC Wage Order provides:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period,

1 the meal period shall be considered an "on duty" meal period and  
2 counted as time worked. ... (B) If an employer fails to provide an  
3 employee a meal period in accordance with the applicable  
4 provisions of this order, the employer shall pay the employee one  
(1) hour of pay at the employee's regular rate of compensation for  
each workday that the meal period is not provided

5 38. Moreover, Section 12 of the IWC Wage Order provides:

6 (A) Every employer shall authorize and permit all employees to  
7 take rest periods, which insofar as practicable shall be in the  
8 middle of each work period. The authorized rest period time shall  
9 be based on the total hours worked daily at the rate of ten (10)  
10 minutes net rest time per four (4) hours or major fraction thereof. ...  
11 Authorized rest periods shall be counted, as hours worked, for  
which there shall be no deductions from wages. (B) If an employer  
fails to provide an employee a rest period in accordance with the  
applicable provisions of this order, the employer shall pay the  
employee one (1) hour of pay at the employee's regular rate of  
compensation for each workday that the rest period is not provided.

12 39. By failing to consistently provide (1) meal breaks within the first five hours of his  
13 work shift, (2) uninterrupted thirty-minute meal periods, and/or (3) timely ten-minute rest periods  
14 to Plaintiff, Defendant violated these California Labor Code and IWC Wage Order provisions.

15 40. Even where Defendant's records specifically demonstrate that no meal and/or rest  
16 periods were provided to Plaintiff, PacPizza has refused and continues to refuse to properly  
17 compensate him with one hour of compensation for these violations, as mandated by California  
18 law.

19 41. As a direct and proximate result of Defendant's unlawful conduct, as set forth  
20 herein, Plaintiff has sustained damages, including lost compensation resulting from missed meal  
21 and/or rest periods, in an amount to be established at trial. As a further direct and proximate  
22 result of Defendant's unlawful conduct, as set forth herein, Plaintiff is entitled to recover  
23 "waiting time" and other penalties, in an amount to be established at trial, as well as costs and  
24 attorneys' fees, pursuant to statute.

25 //

26 //

27 //



**THIRD CAUSE OF ACTION**  
**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**  
**(California Labor Code §§ 226 and 1174)**

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

43. California Labor Code § 226(a) provides:

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

44. Moreover, California Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to 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.

45. Finally, California Labor Code § 1174 provides:

Every person employing labor in this state shall: (d) Keep, at a central location in the state... payroll records showing the hours worked daily by and the wages paid to ... employees .... These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

46. PacPizza failed to provide timely, accurate itemized wage statements to Plaintiff in accordance with Labor Code § 226(a). Specifically, none of the statements provided by Defendant to Plaintiff accurately reflected actual gross wages earned, net wages earned, or the appropriate deductions therefor.

47. By failing to accurately record Plaintiff's hours worked and the true amount of compensation owed to him, PacPizza has failed maintain proper records as required by California

SCOTT COLE & ASSOCIATES, APC  
ATTORNEYS AT LAW  
THE WORLD SAVINGS TOWER  
1970 BROADWAY, NINTH FLOOR  
OAKLAND, CA 94612  
TEL: (510) 891-9800

1 Labor Code § 1174.

2 48. As a direct and proximate result of Defendant's unlawful conduct, as set forth  
3 herein, Plaintiff has suffered damages, and seeks to recover penalties, in amounts to be  
4 established at trial, as well as costs and attorneys' fees, pursuant to statute.

5  
6 **FOURTH CAUSE OF ACTION**  
7 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**  
8 **(California Business & Professions Code §§ 17200-17208)**

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

11 50. Plaintiff brings this cause of action, seeking equitable and statutory relief to stop  
12 the misconduct of Defendant, as complained of herein, and seeking restitution from Defendant  
13 based on the unfair, unlawful and fraudulent business practices described herein.

14 51. The knowing conduct of Defendant, as alleged herein, constitutes an unlawful,  
15 unfair and/or fraudulent business practice, as set forth in California Business & Professions Code  
16 §§ 17200-17208. Specifically, Defendant conducted business activities while failing to comply  
17 with the legal mandates cited herein.

18 52. Defendant's knowing failure to adopt policies in accordance with and/or to adhere  
19 to these laws, all of which are binding upon and burdensome to Defendant's competitors,  
20 engenders an unfair competitive advantage for Defendant, thereby constituting an unfair business  
21 practice, as set forth in California Business & Professions Code §17200, *et seq.*

22 53. PacPizza had, during Plaintiff's period of employment, a firm policy, as shown in  
23 part by its harmful treatment of Plaintiff and his attendant lost income, of imposing unfair,  
24 unlawful and/or fraudulent business practices upon its employees and risking legal actions  
25 against it, as a cost of doing business, rather than accept the necessary costs of full compliance  
26 with fair, lawful and honest business practices ordinarily borne by responsible competitors of  
27 Defendant, and as set forth in legislation and the judicial record.

28 //

//

RELIEF SOUGHT

1  
2           **WHEREFORE, the Plaintiff** prays for judgment and the following specific relief  
3 against **Defendant(s)**, and each of them, jointly and severally, as follows:

4           1.       That the Court declare, adjudge and decree that defendant PacPizza violated the  
5 overtime provisions of the California Labor Code as to Plaintiff;

6           2.       That the Court declare, adjudge and decree that defendant PacPizza violated Title  
7 8 California Code of Regulations §11050 by failing to pay Plaintiff overtime wages;

8           3.       That the Court declare, adjudge and decree that defendant PacPizza violated its  
9 legal duties to Plaintiff under California Labor Code §§ 226.7 and/or 512 and the relevant  
10 sections of the applicable Industrial Welfare Commission Wage Order by failing to pay wages for  
11 missed meal and/or rest periods;

12           4.       That the Court declare, adjudge and decree that defendant PacPizza violated  
13 California Labor Code §§ 201 - 204 by willfully failing to pay all compensation owed at the time  
14 of termination of Plaintiff's employment;

15           5.       That the Court declare, adjudge and decree that defendant PacPizza violated the  
16 record keeping provisions of California Labor Code §§ 226 and 1174 as to Plaintiff by willfully  
17 failing to provide accurate semimonthly itemized statements thereto;

18           6.       That the Court declare, adjudge and decree that defendant PacPizza violated  
19 California Business and Professions Code §§ 17200, *et seq.* by failing to pay Plaintiff overtime  
20 compensation, "waiting time" penalties and/or by failing to provide accurate and complete  
21 itemized wage statements;

22           7.       An award to Plaintiff of damages for the amount of unpaid compensation, the  
23 amount of prospective damages associated with filing restatements of earning with taxing and/or  
24 other authorities, and related damages, including interest thereon, and penalties in amounts to be  
25 proven trial;

26           8.       An Order requiring that defendant PacPizza pay restitution to Plaintiff as a result  
27 of PacPizza's unfair, unlawful and/or fraudulent activities, pursuant to Business and Professions  
28 Code §§ 17200 through 17208;

SCOTT COLE & ASSOCIATES, APC  
ATTORNEYS AT LAW  
THE WORLD SAVINGS TOWER  
1970 BROADWAY, NINTH FLOOR  
OAKLAND, CA 94612  
TEL: (510) 891-9800

1 9. An order that defendant PacPizza be further enjoined to cease and desist from  
2 unfair, unlawful and/or fraudulent activities in violation of Business and Professions Code §  
3 17200, *et seq.*;

4 10. For punitive/exemplary damages in an amount appropriate and sufficient to  
5 punish Defendant, and to deter others from engaging in similar misconduct in the future;

6 11. For all other Orders, findings, and determinations identified and sought in this  
7 Complaint;

8 12. For interest on the amount of any and all economic losses suffered by Plaintiff, at  
9 the prevailing legal rate;

10 13. For reasonable attorneys' fees, pursuant to California Labor Code § 218.5 and/or §  
11 1194 and/or California Civil Code § 1021.5;


12 14. For costs of suit, pursuant to statute; and

13 15. For any and all other relief as the Court deems just and proper.

14  
15 Dated: December 18, 2007

16 **SCOTT COLE & ASSOCIATES, APC**

17  
18 By:

  
Kevin A. Allen, Esq.  
Attorneys for the Plaintiff

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
SCOTT COLE & ASSOCIATES, APC  
ATTORNEYS AT LAW  
THE WORLD SAVINGS TOWER  
1970 BROADWAY, NINTH FLOOR  
OAKLAND, CA 94612  
TEL: (510) 881-9800