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**ENDORSED
FILED
ALAMEDA COUNTY**

SEP 19 2016

CLERK OF THE SUPERIOR COURT
By *Jane Thomas*
JANE THOMAS, Deputy

11 Attorneys for Plaintiff

12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF ALAMEDA**

14 TIMICIA EDWARDS,
15)
16) Plaintiff,
17)
18 vs.)
19)
20) GREYSTAR MANAGEMENT
21) SERVICES, LP, GREYSTAR REAL
22) ESTATE PARTNERS, LLC,
23) GREYSTAR CALIFORNIA, INC.,
24) GREYSTAR HOLDINGS, INC., and
25) DOES 1 through 100, inclusive,
26)
27) Defendants.
28)

Case No. **RG16831700**

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

[Jury Trial Demanded]

BY FAX

Plaintiff alleges as follows:

INTRODUCTION

1. This is an action seeking unpaid regular and overtime wages, including unpaid compensation for interrupted and/or missed meal and/or rest periods, interest thereon, penalties, and reasonable attorneys' fees and costs under, *inter alia*, California Labor Code §§ 200-204, inclusive, 226, 226.7, 406, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and/or 2802, and California Code of Civil Procedure § 1021.5. Plaintiff brings this action against Greystar Management Services, LP, Greystar Real Estate Partners, LLC, Greystar California, Inc.,

1 Greystar Holdings, Inc., and/or Does 1 through 100, inclusive, (“Defendants”) for violations
2 commencing September 19, 2012 (the “limitations period”).

3 2. During the limitations period, Defendants have had a consistent policy of
4 (1) permitting, encouraging and/or requiring Plaintiff to work in excess of eight hours per day
5 and/or in excess of forty hours per week without paying her overtime compensation as required
6 by California’s wage and hour laws, (2) unlawfully denying Plaintiff statutorily-mandated meal
7 and rest periods, (3) willfully failing to provide Plaintiff with accurate semimonthly itemized
8 wage statements reflecting the total number of hours each worked, the applicable deductions, and
9 the applicable hourly rates in effect during the pay period, (4) willfully failing to pay Plaintiff all
10 wages due in a timely manner following separation from the company, and (5) willfully failing to
11 reimburse Plaintiff for business expenses related to the operations of Defendant.

12 3. Plaintiff is informed and believes and, based thereon, alleges that officers of
13 Defendants knew of these facts and legal mandates yet, nonetheless, repeatedly authorized and/or
14 ratified the violation of the laws cited herein.

15 4. Despite Defendants’ knowledge of Plaintiff’s entitlement to overtime pay and
16 meal and/or rest periods for all applicable work periods, Defendants failed to provide same to
17 Plaintiff, in violation of California state statutes, the applicable California Industrial Welfare
18 Commission Wage Order(s), and Title 8 of the California Code of Regulations.

19
20 **JURISDICTION AND VENUE**

21 5. This Court has jurisdiction over Plaintiff’s claims for unpaid wages, expenses
22 and/or penalties under, *inter alia*, the applicable Industrial Welfare Commission Wage Order(s),
23 Title 8 of the California Code of Regulations, and the statutes cited above.

24 6. This Court also has jurisdiction over the Plaintiff’s claims for injunctive relief and
25 restitution of ill-gotten benefits arising from Defendants’ unfair and/or fraudulent business
26 practices under California Business & Professions Code § 17200, *et seq.*

27 7. Venue as to Defendants is proper in this judicial district pursuant to California
28 Code of Civil Procedure § 395(a). Defendants maintain a property within the County of Alameda

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1 where Plaintiff worked, transact business, have agents, and are otherwise within this Court's
2 jurisdiction for purposes of service of process. The unlawful acts alleged herein have and have
3 had a direct effect on the Plaintiff within the State of California and within the County of
4 Alameda.

5
6 **PLAINTIFF**

7 8. Plaintiff is a natural person and was, during the limitations period identified
8 herein, employed by Defendants as a non-exempt assistant property manager.

9 9. In this capacity, Plaintiff was entitled to full, uninterrupted and statutorily-
10 permitted meal and rest periods, as well as other benefits of employment, as set forth herein.

11
12 **DEFENDANTS**

13 10. Defendants employed Plaintiff at their property located at 5684 Bay Street, in the
14 city of Emeryville, County of Alameda, State of California.

15 11. Those defendants identified as Does 1 through 100, inclusive, are and were, at all
16 relevant times herein-mentioned, officers, directors, partners, and/or managing agents of
17 Defendants. Plaintiff is informed and believes and, on that basis, alleges that at all relevant times
18 herein mentioned Defendants and those identified as Does 1 through 100, inclusive, employed,
19 and/or exercised control over the wages, hours, and/or working conditions of Plaintiff at the
20 location identified in the preceding paragraph.

21 12. Plaintiff is unaware of the true names and capacities of those defendants sued
22 herein as Does 1 through 100, inclusive and, therefore, sue these defendants by such fictitious
23 names. Plaintiff will seek leave of court to amend this Complaint when such names are
24 ascertained. Plaintiff is informed and believes and, on that basis, alleges that each of the
25 fictitiously-named defendants was responsible in some manner for, gave consent to, ratified,
26 and/or authorized the conduct herein alleged and that Plaintiff's damages, and that liability for
27 civil penalties as to Plaintiff, as herein alleged, was proximately caused thereby.

28

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1 resignation of their positions, in most circumstances. California Labor Code § 203 provides that
2 an employer who willfully fails to timely pay such wages to an employee must, as a penalty,
3 continue to pay the subject employee's wages until the back wages are paid in full or an action is
4 commenced, and the payment of such penalty shall continue for a period of time up to 30 days.

5 21. Furthermore, Defendants failed to provide Plaintiff with accurate semimonthly
6 itemized statements of the total number of hours worked, and all applicable hourly rates in effect,
7 during the pay period, in violation of California Labor Code § 226. In failing to provide the
8 required documents, Defendants have not only failed to pay Plaintiff the full amount of
9 compensation due but the Defendants have also, until now, effectively shielded themselves from
10 employee scrutiny by concealing the magnitude and financial impact of the wrongdoing that
11 such documents might otherwise have led Plaintiff to discover.

12 22. Plaintiff is entitled to unpaid compensation, yet, to date, has not received such
13 compensation, despite having been terminated by and/or resigned from Defendants' employ.
14 More than 30 days have passed since Plaintiff left Defendants' employ.

15 23. As a consequence of Defendants' willful conduct in not paying Plaintiff
16 compensation for all hours worked in a prompt and timely manner, Plaintiff is entitled to up to
17 30 days wages as a penalty under California Labor Code §§ 201-204, together with attorneys'
18 fees and costs.

19 24. As a direct and proximate result of Defendants' unlawful conduct, as set forth
20 herein, Plaintiff has sustained damages, as described above, including compensation for loss of
21 earnings for hours worked on behalf of Defendants, in an amount to be established at trial. As a
22 further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff
23 is entitled to recover "waiting time" penalties (pursuant to California Labor Code §§ 201-204)
24 and penalties for failure to provide semimonthly statements of hours worked and all applicable
25 hourly rates (pursuant to California Labor Code § 226) in an amount to be established at trial. As
26 a further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
27 Plaintiff is also entitled to recover costs and attorneys' fees pursuant to California Labor Code §
28 1194 and/or California Civil Code § 1021.5, among other authorities.

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1 25. Plaintiff seeks injunctive relief prohibiting Defendants from engaging in the
2 complained-of illegal labor acts and practices in the future. Unless enjoined, Defendants'
3 unlawful conduct will continue unchecked, while other employees similarly situated to Plaintiff
4 bear the financial brunt of Defendants' unlawful conduct. As a further direct and proximate
5 result of Defendants' unlawful conduct, as set forth herein, Plaintiff is also entitled to recover
6 costs and attorneys' fees, pursuant to statute.

7
8 **FIRST CAUSE OF ACTION**
9 **UNLAWFUL FAILURE TO PAY WAGES**
10 **(California Labor Code §§ 200-204, 510, 1194, and 1198; IWC Wage Order(s))**

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

13 27. During the limitations period, Plaintiff performed work for Defendants,
14 oftentimes in excess of eight hours in a workday and/or forty hours in a workweek. The number
15 of hours will be proven at trial.

16 28. During the limitations period, Defendants refused to compensate Plaintiff for all
17 of the wages earned, in violation of the applicable IWC Wage Order(s) and provisions of the
18 California Labor Code.

19 29. Moreover, during the limitations period, Plaintiff was terminated or resigned from
20 her position with Defendants, yet was not paid all wages due upon said termination or within 72
21 hours of said resignation of employment therefrom. Said non-payment of all wages due was the
22 direct and proximate result of a willful refusal to do so by Defendants.

23 30. More than thirty days have elapsed since Plaintiff was terminated or resigned
24 from Defendants' employ.

25 31. At all relevant times, Defendants were aware of, and were under a duty to comply
26 with, the overtime provisions of the California Labor Code including, but not limited to,
27 California Labor Code §§ 510, 1194, and 1198.

28 32. California Labor Code § 510(a), in pertinent part, provides:

1 Any work in excess of eight hours in one workday and any work in
2 excess of 40 hours in any one workweek and the first eight hours
3 worked on the seventh day of work in any one workweek shall be
4 compensated at the rate of no less than one and one-half times the
5 regular rate of pay for an employee

6 33. California Labor Code § 1194(a), in pertinent part, provides:

7 Notwithstanding any agreement to work for a lesser wage, any
8 employee receiving less than the legal minimum wage or the legal
9 overtime compensation applicable to the employee is entitled to
10 recover in a civil action the unpaid balance of the full amount of
11 this minimum wage or overtime compensation, including interest
12 thereon, reasonable attorneys' fees, and costs of suit.

13 34. California Labor Code § 1198, in pertinent part, provides:

14 The maximum hours of work and the standard conditions of labor
15 fixed by the commission shall be the maximum hours of work and
16 the standard conditions of labor for employees. The employment of
17 any employee for longer hours than those fixed by the order or
18 under conditions of labor prohibited by the order is unlawful.

19 35. By refusing to compensate Plaintiff for overtime wages earned, Defendants
20 violated those California Labor Code provisions cited herein as well as the applicable IWC Wage
21 Order(s).

22 36. As a direct and proximate result of Defendants' unlawful conduct, as set forth
23 herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked
24 on behalf of Defendants, in an amount to be established at trial. As a further direct and proximate
25 result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover
26 penalties (including "waiting time" penalties of up to thirty days' wages, pursuant to California
27 Labor Code § 203) in amounts to be established at trial, as well as attorneys' fees and costs, and
28 restitution, pursuant to statute.

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

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

34 38. At all relevant times, Defendants were aware of and was under a duty to comply
35 with California Labor Code § 226.7 and § 512.

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39. 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 workday that the meal or rest period is not provided.

40. Moreover, California Labor Code § 512(a) 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.

41. Sections 11 and 12, respectively, of the applicable IWC Wage Order(s) mandate that employers provide all applicable meal and/or rest periods to non-exempt (including exempt-misclassified) employees.

42. Section 11 of the applicable IWC Wage Order(s) 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...

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes...

(C) If an employer fails to provide an employee a meal 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 meal period is not provided.

43. Moreover, Section 12 of the applicable IWC Wage Order(s) provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the

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1 middle of each work period. The authorized rest period time shall
2 be based on the total hours worked daily at the rate of ten (10)
3 minutes net rest time per four (4) hours or major fraction thereof

4
5 (B) If an employer fails to provide an employee a rest period in
6 accordance with the applicable provisions of this order, the
7 employer shall pay the employee one (1) hour of pay at the
8 employee's regular rate of compensation for each workday that the
9 rest period is not provided.

10 44. By failing to consistently provide uninterrupted thirty-minute meal periods within
11 the first five hours of work each day and/or uninterrupted net ten-minute rest periods to Plaintiff,
12 Defendants violated the California Labor Code and applicable IWC Wage Order provisions.

13 45. Plaintiff is informed and believes and, on that basis, alleges that Defendants have
14 never paid the one hour of compensation to Plaintiff for its violations of the California Labor
15 Code and applicable IWC Wage Order provisions.

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

22 **THIRD CAUSE OF ACTION**
23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
24 **(California Labor Code § 226)**

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

27 48. California Labor Code § 226(a) provides:

28 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

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1 wages earned; (5) the inclusive date of the period for which the
2 employee is paid; (6) the name of the employee and his or her
3 social security number; and (7) the name and address of the legal
4 entity which is the employer.

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

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

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22 50. Plaintiff seeks to recover actual damages, costs, and attorneys' fees under these
23 provisions.

24 51. Defendants have failed to provide timely, accurate itemized wage statements to
25 Plaintiff in accordance with California Labor Code § 226. Plaintiff is informed and believes and,
26 on that basis, alleges that none of the statements provided by Defendants accurately reflected
27 actual gross wages earned, net wages earned, or the appropriate deductions of Plaintiff.

28 52. As a direct and proximate result of Defendants' unlawful conduct, as set forth
herein, Plaintiff is entitled to recover penalties, in amounts to be established at trial, as well as
attorneys' fees and costs, pursuant to statute.

19
20 **FOURTH CAUSE OF ACTION**
21 **FAILURE TO PAY WAGES ON TERMINATION**
22 **(California Labor Code § 203)**

23 53. 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.

24 54. California Labor Code § 203 provides that:

25 If an employer willfully fails to pay, without abatement or reduction, in
26 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
27 employee who is discharged or who quits, the wages of the employee shall
28 continue as a penalty from the due date thereof at the same rate until paid or
until an action therefor is commenced; but the wages shall not continue for
more than 30 days.

1 55. Plaintiff was employed by Defendants during the limitations period and was
2 thereafter terminated or resigned from his position, yet was not paid all wages due upon said
3 termination or within 72 hours of said resignation of employment therefrom. Said non-payment
4 was the direct and proximate result of a willful refusal to do so by Defendants.

5 56. More than 30 days have elapsed since Plaintiff was terminated or resigned from
6 Defendants' employ.

7 57. As a direct and proximate result of Defendants' willful conduct in failing to pay
8 Plaintiff for all hours worked, Plaintiff is entitled to recover "waiting time" penalties of up to
9 thirty days' wages pursuant to California Labor Code § 203 in an amount to be established at
10 trial, together with interest thereon, and attorneys' fees and costs.

11
12 **FIFTH CAUSE OF ACTION**
13 **FAILURE TO REIMBURSE EXPENSES AND/OR PROHIBITED CASH BOND**
14 **(California Labor Code §§ 406 and 2802)**

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

17 59. During the limitations period, Defendants required Plaintiff to incur expenses
18 related to the business operations of Defendants. These expenses include(d), without limitation,
19 mileage for making trips to the bank and to court hearings. These expenditures were incurred in
20 direct consequence of the discharge of Plaintiff's duties, or of her obedience to the directions of
21 the employer and have not yet been reimbursed by Defendants.

22 60. At all relevant times, Defendants were aware of and were under a duty to comply
23 with various provisions of the California Labor Code, including, but not necessarily limited to §§
24 406 and 2802(a).

25 61. California Labor Code § 406 provides:

26 Any property put up by an employee, or applicant as a part of the contract
27 of employment, directly or indirectly, shall be deemed to be put up as a
28 bond and is subject to the provisions of this article whether the property is
put up on a note or as a loan or an investment and regardless of the
wording of the agreement under which it is put up.

62. California Labor Code § 2802(a) provides:

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1 An employer shall indemnify his or her employee for all necessary
2 expenditures or losses incurred by the employee in direct consequence of
3 the discharge of his or her duties, or of his or her obedience to the
4 directions of the employer, even though unlawful, unless the employee, at
5 the time of obeying the directions, believed them to be unlawful.

6 63. By requiring Plaintiff to incur uncompensated expenses in direct consequence of
7 the discharge of her duties, Plaintiff was forced and/or brought to contribute to the capital and
8 expenses of Defendants' business which is legally a cash bond and which must be refunded by
9 Defendants to Plaintiff.

10 64. California Labor Code § 2802 (b) and (c) provides for interest at the statutory post
11 judgment rate of ten percent simple interest per annum from the date of the expenditure, plus
12 attorneys' fees to collect reimbursement.

13 65. Therefore, Plaintiff demands reimbursement for expenditures or losses she
14 incurred in direct consequence of the discharge of her duties, or of her obedience to the
15 directions of the employer, plus return of all cash bonds or other coerced investments in the
16 business of Defendants, with interest, at the statutory rate, plus attorneys' fees.

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

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

22 67. Plaintiff further brings this cause of action seeking equitable and statutory relief to
23 stop Defendants' misconduct, as complained of herein, and to seek restitution of the amounts
24 Defendants acquired through the unfair, unlawful, and fraudulent business practices described
25 herein.

26 68. Defendants' knowing conduct, as alleged herein, constitutes an unlawful and/or
27 fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-
28 17208. Specifically, Defendants conducted business activities while failing to comply with the
legal mandates cited herein.

1 69. Defendants' knowing failure to adopt policies in accordance with and/or adhere to
2 these laws, all of which are binding upon and burdensome to their competitors, engenders an
3 unfair competitive advantage for Defendants, thereby constituting an unfair business practice
4 under California Business & Professions Code §§ 17200-17208.

5 70. Defendants have clearly established a policy of accepting a certain amount of
6 collateral damage, as represented by the damages to the Plaintiff, as incidental to their business
7 operations, rather than accept the alternative costs of full compliance with fair, lawful, and
8 honest business practices, ordinarily borne by its responsible competitors and as set forth in
9 legislation and the judicial record.

10
11 **RELIEF SOUGHT**

12 **WHEREFORE**, Plaintiff prays for judgment and the following specific relief against
13 Defendants, and each of them, jointly and separately, as follows:

14 1. That the Court declare, adjudge, and decree that Defendants willfully violated
15 their legal duties to pay all wages due (including overtime wages) under the California Labor
16 Code and the applicable California Industrial Welfare Commission Wage Order(s);

17 2. That the Court make an award to Plaintiff of one hour of wages at her regular rate
18 of compensation for each duty-free, uninterrupted meal period that was not provided;

19 3. That the Court make an award to Plaintiff of one hour of wages at her regular rate
20 of compensation for each workday that a duty-free, uninterrupted rest period was not provided;

21 4. That the Court make an award to Plaintiff of penalties, pursuant to Sections 203,
22 226, 1174.5, 1197.1, *et seq.*, in an amount to be proven at trial;

23 5. That the Court declare, adjudge and decree that Defendants violated California
24 Labor Code §§ 406 and 2802(a) by, *inter alia*, willfully failing to reimburse Plaintiff for
25 expenses incurred on behalf of Defendants;

26 6. That the Court order Defendants to pay restitution to Plaintiff due to Defendants'
27 unlawful activities, pursuant to California Business and Professions Code §§ 17200-17208;

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7. That the Court further enjoin Defendants, ordering them to cease and desist from unlawful activities in violation of California Business and Professions Code § 17200, *et seq.*;
8. For interest on the amount of any and all economic losses, at the prevailing legal rate;
9. For reasonable attorneys' fees, pursuant to, *inter alia*, California Labor Code § 1194 and/or California Code of Civil Procedure § 1021.5;
10. For costs of suit and any and all such other relief as the Court deems just and proper; and
11. For all other Orders, findings and determinations identified and sought in this Complaint.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

Dated: September 19, 2016

SCOTT COLE & ASSOCIATES, APC

By: 
Jeremy A. Graham, Esq.
Attorneys for Plaintiff