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12 and the Plaintiff Class

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County of San Diego
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13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15 MICHAEL CORNER, individually,
16 and on behalf of all others similarly
17 situated,

18 Plaintiff,

19 vs.

20 PARAGON SYSTEMS, INC.,
21 and DOES 1 through 100, inclusive,

22 Defendants.

) Case No. 37-2013-00041153-CU-OE-CTL

) **CLASS ACTION**

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

) **[DEMAND FOR JURY TRIAL]**

23 Representative Plaintiff alleges as follows:
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PRELIMINARY STATEMENT

1. This is a class action, brought on behalf of Michael Corner (hereinafter
"Representative Plaintiff") and all other persons similarly situated ("Class Members") who are or
were employed as security officers by defendant Paragon Systems, Inc., and Does 1 through 100,
inclusive (collectively "Paragon" and/or "Defendant") in any Paragon location in California within
the applicable class period. The Representative Plaintiff, on behalf of himself and the Class

1 Members, seeks unpaid wages, including unpaid overtime compensation and interest thereon,
2 liquidated damages and other penalties, injunctive and other equitable relief, and reasonable
3 attorneys' fees and costs under, inter alia, Title 8 of the California Code of Regulations, California
4 Business and Professions Code §§17200, et seq., California Code of Civil Procedure §1021.5, and
5 various provisions of the California Labor Code.

6 2. The Class Period is designated as the time from March 27, 2009 through the date of
7 trial, based upon the allegation that the violations of California's wage and hour laws, as described
8 more fully below, have been ongoing throughout that time.

9
10 **INTRODUCTION**

11 3. The Representative Plaintiff is informed and believes and, based thereon, alleges that,
12 within the Class Period, Defendant Paragon operated numerous locations across the State of
13 California. In doing so, Paragon has employed hundreds of individuals as non-exempt security
14 officer employees in recent years alone to work at locations within the State of California,
15 employment positions which enjoy an entitlement to full, uninterrupted and statutorily-mandated
16 meal and rest periods, as well as other benefits of employment as set forth herein.

17 4. Despite actual knowledge of these facts and California's legal mandates, Paragon has
18 enjoyed an advantage over its competition and imposed a resultant disadvantage to its workers by
19 electing not to pay its security guards all wages to which they are entitled, not providing them with
20 statutorily mandated meal and rest periods, and not providing accurate and complete semimonthly
21 itemized wage statements.

22 5. Representative Plaintiff is informed and believes, and based thereon alleges, that
23 officers of Paragon knew of these facts and legal mandates, yet, nonetheless, repeatedly authorized
24 and/or ratified the violation of the laws cited herein.

25 6. Despite Defendants' knowledge of the Plaintiff Class' entitlement to unpaid wages,
26 meal and/or rest periods for all applicable work periods, Paragon failed to provide same to members
27 of the Plaintiff Class, in violation of the California Labor Code, Industrial Welfare Commission

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1 Wage Order No. 4 and Title 8 of the California Code of Regulations. This action is brought to
2 redress and end this long-time pattern of unlawful conduct.

3
4 **JURISDICTION AND VENUE**

5 7. This Court has jurisdiction over the Representative Plaintiff and the Class Members'
6 claims for unpaid wages, expenses and/or penalties under, *inter alia*, Industrial Welfare Commission
7 Wage Order No. 4 and Title 8 of the California Code of Regulations, Labor Code §§ 200-204,
8 inclusive, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198 and/or 2699, and California Code of Civil
9 Procedure § 1021.5.

10 8. This Court also has jurisdiction over the Representative Plaintiff's and Class
11 Members' claims for injunctive relief, and restitution of ill-gotten benefits arising from Defendants'
12 unfair, unlawful and/or fraudulent business practices under Business & Professions Code § 17200 *et*
13 *seq.*

14 9. Venue as to defendant Paragon is proper in this judicial district, pursuant to Code of
15 Civil Procedure § 395(a) and/or § 395.5. Defendant Paragon maintains facilities and offices in the
16 County of San Diego, transacts business, has agents, and is otherwise within this Court's jurisdiction
17 for purpose of service of process. The unlawful acts alleged herein have a direct effect on the
18 Representative Plaintiff and those similarly situated within the State of California and within the
19 County of San Diego. Defendants operate said facilities and have employed numerous Class
20 Members in the County of San Diego, as well as in other counties within the State of California.

21
22 **PLAINTIFF**

23 10. During the time period relevant herein, Mr. Corner is/was a natural person employed
24 by Paragon in a non-exempt security officer position which was entitled and continues to enjoy an
25 entitlement to various conditions of employment, including meal and rest periods.

26 11. In said position, Mr. Corner was frequently permitted to work and did work, during
27 the Class Period, shifts exceeding five hours without uninterrupted, unrestricted meal periods of not
28 less than thirty minutes.

1 Representative Plaintiff and the Class Members at various California locations, as identified in the
2 preceding paragraph.

3 20. Representative Plaintiff is unaware of the true names and capacities of those
4 defendants sued herein as Does 1 through 100, inclusive and, therefore, sues these defendants by
5 such fictitious names. Representative Plaintiff will seek leave of court to amend this Complaint when
6 same are ascertained. Representative Plaintiff is informed and believes and, on that basis, alleges that
7 each of the fictitiously-named defendants is responsible in some manner for, gave consent to, ratified
8 and/or authorized the conduct herein alleged, and that Representative Plaintiff's and the Class
9 Members' damages, as herein alleged, were proximately caused thereby.

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

14
15 **CLASS ACTION ALLEGATIONS**

16 22. Representative Plaintiff brings this action on behalf of himself and as a class action
17 on behalf of the following Plaintiff Class:

18 All persons who were employed by Paragon in any non-exempt security officer
19 positions within the State of California at any time between March 27, 2009 and the
20 present.

21 23. Defendants, their officers and directors, are excluded from the Plaintiff Class.

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

25 a. Commonality: Representative Plaintiff and the Class Members share a
26 community of interests in that there are numerous common questions and
27 issues of fact and law which predominate over any questions and issues
28 solely affecting individual members, including, but not necessarily limited to:

- 1) whether Paragon violated Labor Code §§ 201-204 by failing to pay all wages due and owed at the time that Class Members' employment with Defendants terminated;

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- 2) whether the Representative Plaintiff and Class Members are entitled to “waiting time” penalties pursuant to Labor Code §§ 203 and/or 204;
 - 3) whether Paragon violated Labor Code § 226 by failing to provide accurate semimonthly itemized wage statements to Class Members of the total hours worked by each and all applicable hourly rates in effect during each relevant pay period;
 - 4) whether Paragon violated Labor Code § 226.7 by failing to consistently provide duty free rest periods to its employees;
 - 5) whether Paragon violated Labor Code § 512 by failing to consistently provide meal periods to its employees;
 - 6) whether Paragon violated Labor Code § 1174 by failing to keep accurate records of employees’ hours of work;
 - 7) whether Paragon violated Labor Code § 1197 by failing to compensate the Representative Plaintiff and the Plaintiff Class for all hours worked at the applicable minimum wage;
 - 8) whether Paragon violated Business and Professions Code §§ 17200 *et seq.* by engaging in unfair, unlawful and/or fraudulent business practices.
 - 9) whether the Representative Plaintiff and Class Members are entitled to penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*
 - 10) whether Defendants violated the Fair Labor Standards act by failing to pay Class Members wages for all hours worked thereby on its behalf.
- b. Typicality: The Representative Plaintiff’s claims are typical of the claims of the Plaintiff Class. Representative Plaintiff and all members of the Plaintiff Class sustained damages arising out of and caused by Defendants’ common course of conduct in violation of law, as alleged herein.
- c. Numerosity: A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Plaintiff Class are so numerous that joinder of all members is impractical, if not impossible, insofar as the Representative Plaintiff is informed and believes and, on that basis, alleges that the total number of Class Members is, at least, in the hundreds and possibly thousands of individuals. Membership in the Class will be determined by and upon analysis of employee and payroll records, among other records maintained by Paragon.
- d. Adequacy of Representation: The Representative Plaintiff in this class action is an adequate representative of the Plaintiff Class, in that the Representative Plaintiff’s claims are typical of those of the Plaintiff Class and the Representative Plaintiff has the same interests in the litigation of this case as the Class Members. The Representative Plaintiff is committed to vigorous prosecution of this case and has retained competent counsel, experienced in

1 conducting litigation of this nature. The Representative Plaintiff is not subject
2 to any individual defenses unique from those conceivably applicable to the
3 Plaintiff Class as a whole. The Representative Plaintiff anticipates no
4 management difficulties in this litigation.

5 e. Superiority of Class Action: Since the damages suffered by individual Class
6 Members, while not inconsequential, may be relatively small, the expense
7 and burden of individual litigation by each member makes or may make it
8 impractical for members of the Plaintiff Class to seek redress individually for
9 the wrongful conduct alleged herein. Should separate actions be brought or
10 be required to be brought by each individual member of the Plaintiff Class,
11 the resulting multiplicity of lawsuits would cause undue hardship and
12 expense for the Court and the litigants. The prosecution of separate actions
13 would also create a risk of inconsistent rulings, which might be dispositive of
14 the interests of other Class Members who are not parties to the adjudications
15 and/or may substantially impede their ability to adequately protect their
16 interests.

17 COMMON FACTUAL ALLEGATIONS

18 25. Paragon has, for years, knowingly failed to properly compensate the Class Members
19 for all unpaid wages due and owed to them. Paragon has failed to provide them with net ten minute
20 rest periods for work shifts exceeding four hours or a major fraction thereof, and has failed to
21 provide uninterrupted, unrestricted meal periods of not less than thirty minutes for work shifts
22 exceeding five hours.

23 26. Even upon termination or resignation of the employment of Representative Plaintiff
24 and other Class Members, Paragon has declined to compensate these employees therefor, in violation
25 of Labor Code §§ 201 through 203. More than thirty days has passed since Representative Plaintiff
26 and/or certain Class Members have left Defendants' employ.

27 27. Paragon also failed to provide Representative Plaintiff and the Class Members with
28 accurate semimonthly itemized wage statements of the total number of hours worked by each and all
applicable hourly rates in effect during the pay period in violation of California Labor Code § 226.
In so doing, Paragon has not only failed to pay its workers the full amount of compensation due, it
has, until now, effectively shielded itself from its employees' scrutiny for its unlawful conduct by
concealing the magnitude (e.g. the full number of hours worked) and financial impact of its
wrongdoing.

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1 at the employee's regular rate of compensation for each work day that the
2 meal or rest period is not provided.

3 33. California Labor Code § 512 provides:

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

14 34. By failing to consistently provide uninterrupted and unrestricted meal periods and to
15 provide uninterrupted rest periods to its non-exempt security personnel, Defendants violated
16 California Labor Code §§ 226.7 and/or 512, and §§ 11 and 12 of the applicable IWC Wage Order.

17 35. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
18 Representative Plaintiff and the Class Members have sustained damages, including loss of
19 compensation/wages, in an amount to be established at trial. As a further direct and proximate result
20 of Defendants' unlawful conduct, as set forth herein, the Representative Plaintiff and the Class
21 Members are entitled to recover various penalties, in an amount to be established at trial, as well as
22 costs and attorneys' fees, pursuant to statute.

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

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

28 37. 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

1 showing: (1) gross wages earned; (2) total number of hours worked by each
2 employee whose compensation is based on an hourly wage; (3) all
3 deductions; provided, that all deductions made on written orders of the
4 employee may be aggregated and shown as one item; (4) net wages earned;
5 (5) the inclusive date of the period for which the employee is paid; (6) the
6 name of the employee and his or her social security number; and (7) the name
7 and address of the legal entity which is the employer.

8 38. The IWC Wage Order also establishes this requirement in § 7(B) thereof (8 Cal. Code
9 Regs. § 11010 *et. seq.*).

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

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

18 40. Finally, California Labor Code § 1174 provides:

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

24 41. Representative Plaintiff seeks to recover actual damages, costs and attorneys' fees
25 under this section on behalf of himself and the Class Members.

26 42. Defendant Paragon failed to provide timely, accurate itemized wage statements to
27 Representative Plaintiff and the Class Members in accordance with Labor Code § 226(a) and the
28 applicable IWC Wage Order. None of the statements provided by defendant Paragon has accurately
reflected actual gross wages earned, net wages earned, or the appropriate deductions for Class
Members.

43. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
Representative Plaintiff and the Class Members are entitled to recover penalties, in an amount to be
established at trial, as well as costs and attorneys' fees, pursuant to statute.

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**THIRD CAUSE OF ACTION
FAILURE TO PAY WAGES DUE
(California Labor Code §§ 203-204, 510 and 1198)**

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

5 45. California Labor Code § 203 provides, in part:

6 If an employer willfully fails to pay, without abatement or reduction, in
7 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
8 employee who is discharged or who quits, the wages of the employee shall
9 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.

10 46. California Labor Code § 203 provides, in part:

11 Labor performed between the 1st and 15th days, inclusive, of any calendar
12 month shall be paid for between the 16th and the 26th day of the month
13 during which the labor was performed, and labor performed between the 16th
14 and the last day, inclusive, of any calendar month, shall be paid for between
the 1st and 10th day of the following month.

15 47. California Labor Code § 510 provides, in part:

16 Any work in excess of eight hours in one workday and any work in excess of
17 40 hours in any one workweek and the first eight hours worked on the
seventh day or work in any one workweek shall be compensated at the rate of
no less than one and one-half times the regular rate of pay for an employee....

18 48. Representative Plaintiff and the Class Members were employed by Defendants during
19 the Class Period and did not receive all wages owed in the time dictated by Labor Code § 204.
20 Moreover, certain class members, including Representative Plaintiff, voluntarily or involuntarily
21 severed employment with Paragon, yet Representative Plaintiff and certain Class Members were not
22 paid timely wages due immediately upon the involuntary termination or within seventy-two hours of
23 the voluntary termination of their respective employment positions with Paragon. Said non-payment
24 and/or untimely payment was the direct and proximate result of a willful refusal to do so by Paragon.

25 49. More than thirty days has elapsed since Representative Plaintiff and certain Class
26 Members were terminated and/or resigned from the Defendants' employ.

27 50. As a direct and proximate result of Defendants' willful conduct in failing to pay said
28 Class Members for all hours worked, Representative Plaintiff and certain Class Members are entitled

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1 to recover penalties of thirty days' wages, pursuant to California Labor Code § 203, in an amount to
2 be established at trial, together with attorneys' fees and costs.

3 51. During the Class Period, Representative Plaintiff and Class Members were employed
4 by and did perform work for Paragon, often times in excess of eight hours in a workday and/or forty
5 hours in a workweek. The precise number of hours will be proven at trial.

6 52. During said time period, Defendants refused and/or failed to compensate
7 Representative Plaintiff and the Class Members for some and/or all of wages earned, in violation of
8 the California Labor Code and the applicable IWC Wage Order.

9 53. By refusing to compensate Representative Plaintiff and the Class Members for all
10 wages earned, Defendants violated those California Labor Code and the applicable IWC Wage Order
11 provisions, cited herein.

12 54. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
13 Representative Plaintiff and the Class Members have sustained damages, including loss of earnings
14 for hours of overtime worked on behalf of Defendants, in an amount to be established at trial.

15 **FOURTH CAUSE OF ACTION**
16 **UNLAWFUL FAILURE TO PAY WAGES**
(California Labor Code §§ 200 et seq., 510, 1194 and 1198)

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

19 56. During the Class Period, Representative Plaintiff and the Class Members frequently
20 worked in excess of eight hours in a workday and/or forty hours in a workweek. The precise number
21 of overtime hours will be proven at trial.

22 57. During said time period, Defendants refused to compensate Representative Plaintiff
23 and the Class Members for some and/or all of the wages (including overtime wages) earned, in
24 violation of the applicable California Wage Order, Title 8 of the California Code of Regulations and
25 the provisions of the California Labor Code.

26 58. At all relevant times, Defendants were aware of, and were under a duty to comply
27 with the wage and overtime provisions of the California Labor Code, including, but not limited to
28 California Labor Code §§ 200, et seq., 510, 1194 and 1198.

1 herein alleged, as incidental to its business operations, rather than accept the alternative costs of full
2 compliance with fair, lawful and honest business practices ordinarily borne by responsible
3 competitors of Defendants and as set forth in legislation and the judicial record.

4 66. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
5 Defendants have been unjustly enriched in an amount equaling or exceeding the amount of damages,
6 penalties, interest, fees and costs payable to the Representative Plaintiff and the Plaintiff Class
7 herein. Representative Plaintiff and the Plaintiff Class are entitled to restitution of all of Defendants'
8 ill-gotten gains, according to proof, and to injunctive relief to halt Defendants' unfair, unlawful
9 and/or fraudulent business practices.

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12 **SIXTH CAUSE OF ACTION**
PRIVATE ATTORNEYS GENERAL ACT CLAIM
(California Labor Code §§ 2698 *et seq.*)

13 67. 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 68. The Private Attorneys General Act of 2004, California Labor Code § 2699 (a) states:

16 Notwithstanding any other provision of the law, any provision of this code that
17 provides for a civil penalty to be assessed and collected by the Labor and Workforce
18 Development Agency or any of its departments, divisions, commissions, boards,
19 agencies, or employees, for a violation of this code, may, as an alternative, be
20 recovered through a civil action brought by an aggrieved employee on behalf of
21 himself or herself and other current or former employees...

22 69. Representative Plaintiff is an "aggrieved employee" as defined by California Labor
23 Code § 2699(c) because he was employed by Defendants and was one of the many employees
24 against whom violations of the law were committed.

25 70. Representative Plaintiff has met all of the requirements set forth in Labor Code §
26 2699.3 necessary to commence a civil action against Defendants for violations of Labor Code §§
27 201-203, inclusive, 204, 226, 226.7, 510, 512, 1174, 1194, 1197 and 1198.

28 71. Representative Plaintiff brings this action on behalf of himself and all class members
who have not received meal and rest periods as they are entitled under California Labor Code §§

1 226.7 and 512, who were not paid overtime wages under California Labor Code §§ 510, 1194, and
2 1198, who did not receive all wages due upon severance under California Labor Code §§ 201-203,
3 inclusive, and who were not provided time records and did not receive accurate wage statements
4 under California Labor Code §§ 226 and 1174.

5 72. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
6 Class Members have sustained damages, including loss of earnings, in an amount to be established at
7 trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
8 Class Members are entitled to recover various penalties as provided by California Labor Code §
9 2699, in an amount to be established at trial, as well as costs and attorneys' fees, pursuant to statute.

10
11 **RELIEF SOUGHT**

12 **WHEREFORE, the Representative Plaintiff**, on behalf of himself and the proposed
13 **Plaintiff Class**, pray for judgment and the following specific relief against **Defendants, and each of**
14 **them**, jointly and separately, as follows:

15 1. For an Order certifying the proposed Plaintiff Class and/or any other appropriate
16 subclass(es) under Code of Civil Procedure § 382;

17 2. That the Court declare, adjudge and decree that Defendants violated the wage and
18 overtime provisions of the California Labor Code and the applicable California Industrial Welfare
19 Commission Wage Order as to the Representative Plaintiff and the Plaintiff Class, as applicable;

20 3. That the Court declare, adjudge and decree that Defendants willfully violated their
21 legal duties to pay wages, including overtime wages and/or the applicable minimum wage, under the
22 California Labor Code and the applicable California IWC Wage Order;

23 4. That Defendants are found to have violated Labor Code §§ 226.7 and/or 512 for
24 willful failure to provide meal and/or rest periods and the relevant Sections of the applicable IWC
25 Wage Order to pay wages for these violations;

26 5. That Defendants are found to have violated California Labor Code §§ 201, 203, 204
27 510 and 1198 for willful failure to pay all compensation owed including that which is owed at the
28 time of termination or within 72 hours of resignation of employment to particular Class Members;

1 6. That Defendants are found to have violated the record keeping provisions of Labor
2 Code §§ 226(a) and 1174(d) and § 7 of the applicable Wage Order as to the Representative Plaintiff
3 and Class Members and for willful failure to provide accurate semimonthly itemized wage
4 statements thereto;

5 7. That Defendants are found to have violated Business & Professions Code § 17200 *et*
6 *seq.* by, *inter alia*, failing to pay the Representative Plaintiff and the Class Members all
7 compensation for meal and/or rest periods denied, and by failing to pay penalties to particular Class
8 Members;

9 8. That the Court make an award to the Representative Plaintiff and the Plaintiff Class
10 of damages in the amount of unpaid compensation, including interest thereon, and penalties, in an
11 amount to be proven at trial;

12 9. That the Court make an award to the Representative Plaintiff and Class Members of
13 civil penalties specified in Labor Code § 2699 for each violation of Labor Code §§ 201-203,
14 inclusive, 226, 226.7, 510, 512, 1174, 1194, and 1198;

15 10. That Defendants be ordered and enjoined to pay restitution to the Representative
16 Plaintiff and the Class Members due to Defendants' unlawful activities, pursuant to Business &
17 Professions Code §§ 17200-08, *et seq.*;

18 11. That Defendants further be enjoined to cease and desist from unlawful activities in
19 violation of Business & Professions Code § 17200 *et seq.*;

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

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

23 14. For reasonable attorneys' fees, pursuant to California Labor Code §§ 218.5, and/or
24 California Civil Code § 1021.5; and

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

Dated: March 27, 2013

SCOTT COLE & ASSOCIATES, APC

By: *Molly A. DeSario*
Molly A. DeSario, Esq.
Attorneys for the Representative Plaintiff
and the Plaintiff Class

JURY DEMAND

Plaintiff and the Plaintiff Class hereby demand trial by jury of all issues triable as of right by jury.

Dated: March 27, 2013

SCOTT COLE & ASSOCIATES, APC

By: *Molly A. DeSario*
Molly A. DeSario, Esq.
Attorneys for Representative Plaintiff and
the Plaintiff Class