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ENDORSED
FILED
ALAMEDA COUNTY

JUN 11 2009

CLERK OF THE SUPERIOR COURT
M. J. HARRIS
Deputy

Attorneys for the Representative Plaintiff
and the Plaintiff Class

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

EMANUEL DAVIS, individually, and
on behalf of all others similarly situated,

Case No. 0909457276

Plaintiffs,

CLASS ACTION

vs.

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

UNIVERSAL PROTECTION
SECURITY SYSTEMS, INC., and
DOES 1 through 100, inclusive,

Defendants.

Representative Plaintiff Emanuel Davis alleges as follows:

PRELIMINARY STATEMENT

1. This is a class action, under California Code of Civil Procedure § 382, seeking unpaid wages, including meal and rest period compensation, injunctive and other equitable relief, and reasonable attorneys' fees and costs, under, *inter alia*, Industrial Welfare Commission Wage Order No. 4, California Labor Code §§ 200-204, inclusive, 226, 226.7, 510, 512, 1174, 1194, 1197 and 1198, Business & Professions Code § 17200, *et seq.* Representative plaintiff Emanuel Davis ("Mr. Davis" and/or "Representative Plaintiff") brings this action on behalf of himself and all other persons similarly situated (hereinafter referred to as the "Class Members" and/or the "Plaintiff Class") who are or have been employed by defendant Universal Protection Security Systems, Inc. and Does 1

1 through 100, inclusive (collectively "UPSS" and/or "Defendants"), in any non-exempt security guard
2 position(s) within the State of California, at any time between June 11, 2005 and the present.
3 Representative Plaintiff, on behalf of himself and the Class Members, also seeks injunctive relief and
4 restitution of all benefits UPSS has enjoyed from its unfair, unlawful, and/or fraudulent business
5 practices under Business and Professions Code §§ 17200-17208.

6 2. The "Class Period" is designated as the time from June 11, 2005 through the trial date
7 and is based upon the allegation that Defendants' violations of California's wage and hour laws, as
8 described more fully below, have been ongoing during that time. During the Class Period, UPSS has
9 had a consistent policy of (1) unlawfully denying Representative Plaintiff and the Class Members
10 statutorily-mandated meal and rest periods, (2) willfully failing to pay compensation owed to the
11 Representative Plaintiff and Class Members in a timely manner, including compensation owed to
12 Class Members whose employment with UPSS has been terminated, and (3) willfully failing to
13 provide Plaintiff and the Class Members with accurate semimonthly itemized wage statements.

14 INTRODUCTION

15 3. The Representative Plaintiff is informed and believes, and based thereon alleges, that
16 within the Class Period, defendant UPSS has contracted with numerous third-party entities for the
17 placement of Defendants' non-exempt security guards at said third-party entities' facilities, all within
18 the State of California. Representative Plaintiff is informed and believes, and based thereon alleges,
19 that UPSS has contracted to provide security services for said third parties at office buildings,
20 apartment buildings, corporate campuses, retail centers, gated communities as well as government
21 facilities, among other locations. In so doing, UPSS has employed hundreds or thousands of
22 individuals in non-exempt security guard positions in recent years alone to work at
23 facilities/locations within the State of California.

24 4. Despite actual knowledge of these facts and California's legal mandates, UPSS has
25 enjoyed an advantage over its competition and imposed a resultant disadvantage to its workers by
26 electing not to pay its security guards all wages to which they are entitled, not providing them with
27 statutorily-mandated meal and rest periods, and not providing accurate and complete semimonthly
28

1 itemized wage statements.

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

5 6. Despite Defendants' knowledge of the Plaintiff Class' entitlement to unpaid wages,
6 meal and/or rest periods for all applicable work periods, UPSS failed to provide same to members
7 of the Plaintiff Class, in violation of the California Labor Code, Industrial Welfare Commission
8 Wage Order No. 4 and Title 8 of the California Code of Regulations. This action is brought to
9 redress and end this long-time pattern of unlawful conduct.

10
11 **JURISDICTION AND VENUE**

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

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

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

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PLAINTIFFS

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

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

12. In said position, Mr. Davis was frequently permitted to work and did work four hours or a major fraction thereof without being afforded a net ten minute rest period.

13. Representative Plaintiff is informed and believes, and on that basis alleges that this conduct of UPSS is/was commonplace at every facility at which UPSS's security employees worked on its behalf.

14. As used throughout this Complaint, the terms "Class Members" and/or the "Plaintiff 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.

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

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

DEFENDANTS

17. At all times relevant herein, defendant Universal Protection Security Systems, Inc. was and is a business entity, duly licensed, located and doing business in, but not limited to, the County of Alameda, in the State of California.

18. Representative Plaintiff is informed and believes and, based thereon, alleges that defendant UPSS directly or indirectly employs and, since June 11, 2005, has employed and/or exercised control over the wages, hours and/or working conditions of Representative Plaintiff and

1 the Class Members within various California counties, including, but not necessarily limited to, the
2 County of Alameda.

3 19. Those defendants identified as Does 1 through 100, inclusive, are and were, at all
4 relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some/each
5 of the remaining defendants. The Representative Plaintiff is informed and believes and, on that basis
6 alleges that, at all times herein relevant, each of the defendants identified as Does 1 through 100,
7 inclusive, employed and/or exercised control over the wages, hours and/or working conditions of
8 Representative Plaintiff and the Class Members at various California locations, as identified in the
9 preceding paragraph.

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

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

21
22 **CLASS ACTION ALLEGATIONS**

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

25 All persons who were employed by Universal Protection Security
26 Systems, Inc. in any non-exempt security positions within the State
of California at any time between June 11, 2005 and the present.

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

28 24. This action has been brought and may be properly maintained as a class

1 action under Code of Civil Procedure § 382 because there is a well-defined community of interest
2 in the litigation and the proposed Class is easily ascertainable.

- 3 a. **Commonality:** Representative Plaintiff and the Class Members share a
4 community of interests in that there are numerous common questions and
5 issues of fact and law which predominate over any questions and issues solely
6 affecting individual members, including, but not necessarily limited to:
- 7 i. whether UPSS violated Labor Code §§ 201-204 by failing to pay all
8 wages due and owed at the time that Class Members' employment
9 with Defendants terminated;
 - 10 ii. whether the Representative Plaintiff and Class Members are entitled
11 to "waiting time" penalties pursuant to Labor Code §§ 203 and/or
12 204;
 - 13 iii. whether UPSS violated Labor Code § 226 by failing to provide
14 accurate semimonthly itemized wage statements to Class Members of
15 the total hours worked by each and all applicable hourly rates in effect
16 during each relevant pay period;
 - 17 iv. whether UPSS violated Labor Code § 226.7 by failing to consistently
18 provide duty free rest periods to its employees;
 - 19 v. whether UPSS violated Labor Code § 512 by failing to consistently
20 provide meal periods to its employees;
 - 21 vi. whether UPSS violated Labor Code § 1174 by failing to keep
22 accurate records of employees' hours of work;
 - 23 vii. whether UPSS violated Labor Code § 1197 by failing to compensate
24 the Representative Plaintiff and the Plaintiff Class for all hours
25 worked at the applicable minimum wage;
 - 26 viii. whether UPSS violated Business and Professions Code §§ 17200 *et*
27 *seq.* by engaging in unfair, unlawful and/or fraudulent business
28 practices.
- 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 UPSS.

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

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

23 COMMON FACTUAL ALLEGATIONS

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

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

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

1 wrongdoing.

2 28. As a direct and proximate result of UPSS's unlawful conduct, as set forth herein,
3 Representative Plaintiff and the Class Members have sustained damages, as described above,
4 including loss of earnings for uncompensated meal and rest periods on behalf of Defendants, in an
5 amount to be established at trial. As a further direct and proximate result of Defendants' unlawful
6 conduct, as set forth herein, Representative Plaintiff and other Class Members are entitled to recover
7 penalties/wages (pursuant to California Labor Code § 203), and Representative Plaintiff and the
8 Class Members are entitled to recover penalties for failure to provide accurate semimonthly
9 statements (pursuant to Labor Code § 226), in an amount to be established at trial. As a further direct
10 and proximate result of Defendants' unlawful conduct, as set forth herein, Representative Plaintiff
11 and the Class Members are also entitled to recover costs and attorneys' fees and restitution of ill-
12 gotten gains, pursuant to statute.

13
14 **FIRST CAUSE OF ACTION**
15 **FAILURE TO PROVIDE MEAL AND/OR REST PERIODS**
16 **(California Labor Code §§ 226.7 and 512)**

17 29. 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 30. At all relevant times, Defendants were aware of and are under a duty to comply with
20 California Labor Code §§ 226.7 and 512.

21 31. California Labor Code § 226.7 provides:

22 (a) No employer shall require any employee to work during any
23 meal or rest period mandated by an applicable order of the Industrial
24 Welfare Commission.

25 (b) If an employer fails to provide an employee a meal period or
26 rest period in accordance with an applicable order of the Industrial
27 Welfare Commission, the employer shall pay the employee one
28 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.

32. 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

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

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

12 34. 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
14 compensation/wages, in an amount to be established at trial. As a further direct and proximate result
15 of Defendants' unlawful conduct, as set forth herein, the Representative Plaintiff and the Class
16 Members are entitled to recover various penalties, in an amount to be established at trial, as well as
17 costs and attorneys' fees, pursuant to statute.

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

21 35. 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 36. California Labor Code § 226(a) provides:

24 Each employer shall semimonthly, or at the time of each payment of
25 wages, furnish each of his or her employees either as a detachable
26 part of the check, draft or voucher paying the employee's wages, or
27 separately when wages are paid by personal check or cash, an
28 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.

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

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

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

11 39. Finally, California Labor Code § 1174 provides:

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

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

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

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

28
THIRD CAUSE OF ACTION
FAILURE TO PAY WAGES DUE
(California Labor Code §§ 203-204, 510 and 1198)

43. Representative 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.

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44. California Labor Code § 203 provides, in part:

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

45. California Labor Code § 204 provides, in part:

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

46. California Labor Code § 510 provides, in part:

Any work in excess of eight hours in one workday and any work in excess of 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....

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

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

49. As a direct and proximate result of Defendants' willful conduct in failing to pay said Class Members for all hours worked, Representative Plaintiff and certain Class Members are entitled to recover penalties of thirty days' wages, pursuant to California Labor Code § 203, in an amount to be established at trial, together with attorneys' fees and costs.

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1 Defendants with an unfair competitive advantage, thereby constituting an unfair business practice,
2 as set forth in California Business & Professions Code §§ 17200-17208.

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

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

14
15 **RELIEF SOUGHT**

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

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

21 b. That Defendants are found to have violated provisions of the Labor Code as to the
22 Representative Plaintiff and the Plaintiff Class;

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

26 d. 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;

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1 e. 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 statements
4 thereto;

5 f. That Defendants are found to have violated California Labor Code § 1197 for failure
6 to pay the applicable minimum wage to the Class Members;

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

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

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

16 j. That Defendant further be enjoined to cease and desist from unlawful activities in
17 violation of Business & Professions Code § 17200 *et seq.*;

18 k. For all other Orders, findings and determinations identified and sought in this
19 Complaint;

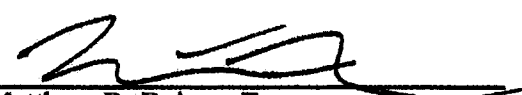
20 l. For interest on the amount of any and all economic losses, at the prevailing legal rate;

21 m. For reasonable attorneys' fees, pursuant to statute;

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

23 Dated: June 11, 2009

24 SCOTT COLE & ASSOCIATES, APC

25
26 By: 
27 Matthew R. Bainer, Esq.
28 Attorneys for the Representative Plaintiff
and the Plaintiff Class