

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)
2 Clyde H. Charlton, Esq. (S.B. #127541)
3 Matthew R. Bainer, Esq. (S.B. #220972)
4 **SCOTT COLE & ASSOCIATES, APC**
5 1970 Broadway, Ninth Floor
6 Oakland, California 94612
7 Telephone: (510) 891-9800
8 Facsimile: (510) 891-7030
9 www.scalaw.com

10 Attorneys for Representative Plaintiff
11 and the Plaintiff class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 11 2007



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

14 MICHAEL A. MCFANN, individually,
15 and on behalf of all others similarly
16 situated,

17 Plaintiffs,

18 vs.

19 VOLT TELECOMMUNICATIONS
20 GROUP, INC. and DOES 1 through 25,
21 inclusive,

22 Defendants.

Case No.: *HC* **475410**

CLASS ACTION

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

23 Representative Plaintiff alleges as follows:

24 **PRELIMINARY STATEMENT**

25 1. This is a class action, brought on behalf of Michael A. McFann (the "Representative
26 Plaintiff") and all other persons who are or have been employed in field technical positions
27 (including, but not necessarily limited to the "Tech. 2" position) by defendant Volt
28 Telecommunications Group, Inc. and Does 1 through 25, inclusive (collectively "Volt") within the
State of California at any time on or after July 11, 2003.

2. Representative Plaintiff, individually, and on behalf of the Plaintiff class,
Representative Plaintiff seeks reimbursement of business expenses, meal and rest period

1 compensation, waiting time penalties, injunctive and/or other equitable relief and reasonable
2 attorneys' fees and costs, under, *inter alia*, California Labor Code §§ 201, 202, 203, 226, 226.7, 512,
3 1174, 1194 and 2802, CCP § 1021.5 and under Business and Professions Code §§ 17200-17208.

4 3. The "class period" is designated as the time from July 11, 2003 through the
5 conclusion of trial on all issues presented in this action, based upon the allegation that Volt's
6 violations of California wage and hour laws, as described more fully below, have been ongoing
7 throughout this period. During the class period, Volt has had a consistent policy of (1) requiring its
8 field technical workers, including Representative Plaintiff and class members to purchase tools,
9 equipment and other items and/or otherwise incur business expenses necessary for the performance
10 of their work for Volt as a term and condition of their employment therewith and not reimbursing
11 these workers for same, (2) denying class members statutorily-mandated meal and rest periods, (3)
12 willfully failing to pay all compensation due in a prompt and timely manner to those class members
13 whose employment with Volt have terminated, and (4) willfully failing to provide class members
14 with accurate semimonthly itemized statements of the total number of hours each of them worked,
15 the applicable deductions and the applicable hourly rates in effect during the applicable pay periods.

16 INTRODUCTION

17
18 4. According to Defendant's public statements, since 1970, Volt Telecommunications
19 Group, Inc., a wholly owned subsidiary of Volt Information Sciences, Inc., has been a nationwide,
20 full-service provider of turnkey solutions to the telecommunications, cable and related industries
21 within both the private and government sectors. Volt offers design, engineering, construction,
22 installation and maintenance of voice, data and video infrastructure, including wireless services.

23 5. Representative Plaintiff is informed and believes and, based thereon, alleges that,
24 during the class period, Volt has employed hundreds, if not thousands, of individuals within the
25 State of California in field technical positions, individuals who are entitled to reimbursement for
26 business-related expenses incurred thereby and who are entitled to statutorily-mandated meal and
27 rest periods.

28 ////

1 PLAINTIFF(S)

2 11. The Representative Plaintiff is a natural person and was, during the relevant time
3 period identified herein, employed by defendant Volt in California the job position of "Tech 2," a
4 field technical position.

5 12. As used throughout this Complaint, the terms "Plaintiff(s)" and/or "class" refer to
6 the Representative Plaintiff herein, as well as each and every person eligible for membership in the
7 Plaintiff class, as further described and defined below.

8 13. At all times herein relevant, the Representative Plaintiff was a person within the class
9 of persons further described and defined herein.

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

13
14 DEFENDANT

15 15. At all times herein relevant, defendant Volt and Does 1 through 25, inclusive
16 (collectively referred to as "Volt " and/or "Defendant") were and are corporations and/or other
17 business entities, duly licensed, located and doing business in, but not limited to, the State of
18 California. Representative Plaintiff is informed and believes and, on that basis, alleges that, at all
19 relevant times herein mentioned, each person responsible for the acts alleged herein was the agent
20 and/or employee of Volt and, in doing the acts herein alleged, was acting within the course and
21 scope of such agency and/or employment.

22 16. Those defendants identified as Does 1 through 25, inclusive, are and were, at all
23 relevant times herein-mentioned, co-employers of some/each of the remaining defendants.

24 17. Representative Plaintiff is unaware of the true names and capacities of those
25 defendants sued herein as Does 1 through 25, inclusive and, therefore, sues these defendants by such
26 fictitious names. Representative Plaintiff will seek leave of court to amend this Complaint when
27 same are ascertained. Representative Plaintiff is informed and believes and, on that basis, alleges
28 that each of the fictitiously-named defendants is responsible in some manner for, gave consent to,

1 ratified and/or authorized the conduct herein alleged and that Representative Plaintiff's and the class
2 members' damages, as herein alleged, were proximately caused thereby.

3
4 **CLASS ACTION ALLEGATIONS**

5 18. The Representative Plaintiff brings this action on behalf of himself and as a class
6 action on behalf of all persons similarly situated and proximately damaged by Volt's conduct, as set
7 forth herein, including, but not necessarily limited to the following class:

8 All persons who were employed in field technical positions (including, but
9 not necessarily limited to the "Tech. 2" position) by Volt
10 Telecommunications Group, Inc. within the State of California at any time
on or after July 11, 2003.

11 19. This action has been brought and may properly be maintained as a class action under
12 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation
13 and the proposed class is easily ascertainable, to wit:

- 14
- 15 a. Numerosity: A class action is the only available method for the fair and
16 efficient adjudication of this controversy. The members of the class are so
17 numerous that joinder of all members is impractical, if not impossible,
18 insofar as Representative Plaintiff is informed and believes and, on that basis,
19 alleges that the total number of class members is well into the hundreds, if
20 not thousands, of individuals. Membership in the Plaintiff class will be
21 determined upon analysis of employee and payroll, among other potential
22 records maintained by Volt.
- 23 b. Commonality: The Representative Plaintiff and the class members share a
24 community of interests in that there are numerous common questions and
25 issues of fact and law which predominate over any questions and issues
26 solely affecting individual members, including, but not necessarily limited
27 to:
- 28 i. Whether defendant Volt violated California Labor Code §§ 400-410
and 2802 by charging and/or otherwise requiring its field technical
employees to pay all or a portion of the normal business expenses of
Defendant, without reimbursement;
 - ii. Whether defendant Volt violated California law by failing to pay
compensation to class members for all time worked;
 - iii. whether defendant Volt violated California Labor Code §§ 226.7
and/or 512 by failing to consistently provide uninterrupted meal
and/or rest periods to class members;

////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- iv. whether defendant Volt violated California Business and Professions Code § 17200 by engaging in unfair, unlawful and/or fraudulent business practices toward class members;
 - v. whether defendant Volt violated California Labor Code § 1174 by failing to keep accurate records of class members' hours of work;
 - vi. whether defendant Volt violated California Labor Code §§ 201-203 by failing to pay wages due and owing at the time that class members' employment with it terminated;
 - vii. whether defendant Volt violated California Labor Code § 226 by failing to provide the semimonthly itemized statements to class members of total hours worked by each, and all applicable hourly rates in effect during the pay period; and
 - viii. whether class members are entitled to "waiting time" penalties, pursuant to California Labor Code § 203.
- c. Typicality: The Representative Plaintiff's claims are typical of the claims of the Plaintiff class. The Representative Plaintiff and all members of the class sustained injuries and damages arising out of and caused by defendant Volt's common course of conduct in violation of California law, as alleged herein.
- d. Superiority of Class Action: Since the damages suffered by individual class members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member makes or may make it impracticable for members of the class to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought or be required to be brought by each individual member of the class, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of inconsistent rulings, which might be dispositive of the interests of other class members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests.
- e. Adequacy of Representation: The Representative Plaintiff in this class action is an adequate representative of the class, in that the Representative Plaintiff's claims are typical of those of the 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 litigation of this nature. The Representative Plaintiff is not subject to any individual defenses unique from those conceivably applicable to the class. The Representative Plaintiff anticipates no management difficulties in this litigation.

/////
/////
/////
/////

COMMON FACTUAL ALLEGATIONS

1
2 20. As described herein, Volt has, for years, knowingly failed to adequately compensate
3 its field technical workers for all wages earned, including compensation for missed meal and/or rest
4 periods, as well as reimburse class members for the incurrence of business-related expenses, and due
5 under the California Labor Code and/or the applicable California Wage Order, thereby enjoying a
6 significant competitive edge over similar service providers.

7 21. Even upon termination or resignation of the employment of numerous class members,
8 Volt has declined to pay all wages due, in blatant violation of California Labor Code §§ 201 and/or
9 202.

10 22. Moreover, California Labor Code §§ 201 and 202 require defendant Volt to pay all
11 severed employees all wages due, immediately upon discharge or within 72 hours of resignation of
12 their positions, in most circumstances. California Labor Code § 203 provides that, if an employer
13 willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject
14 employees' wages until the back wages are paid in full or an action is commenced, for a period not
15 to exceed 30 days of wages.

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

26 24. Representative Plaintiff and all persons similarly situated are entitled to unpaid
27 compensation, yet, to date, have not received such compensation despite the termination of certain
28 class members' employment with Volt.

1 25. More than 30 days have passed since Representative Plaintiff and/or certain class
2 members have left defendant Volt's employ.

3 26. As a consequence of defendant Volt's willful conduct in not paying compensation
4 for all hours worked, certain class members are entitled to 30 days wages, as a penalty under Labor
5 Code § 203, together with attorneys' fees and costs.

6 27. Furthermore, as a consequence of defendant Volt's willful conduct in not providing
7 an uninterrupted 30 minute meal period within the first five hours of class members' shifts, as
8 required under Labor Code § 512 and Section 11 of the applicable IWC Wage Order, class members
9 are entitled to one hour of wages for each day that they were denied at least one meal period, as
10 provided under Labor Code § 226.7, together with interest thereon and attorneys' fees and costs.

11 28. Furthermore, as a consequence of defendant Volt's willful conduct in not providing
12 a ten minute rest period once during each four hour segment of work, as prescribed by Section 12
13 of the applicable IWC Wage Order, class members are entitled to one hour of wages for each day
14 that they were denied at least one rest period, as provided under Labor Code § 226.7, together with
15 interest thereon and attorneys' fees and costs.

16 29. As a direct and proximate result of Volt's unlawful conduct, as set forth herein, the
17 Plaintiff class has sustained damages, as described above, including compensation for missed meal
18 and rest periods, and loss of earnings for hours worked on behalf of Defendant, in amounts to be
19 established, in a formulaic manner, at trial. As a further direct and proximate result of Defendant's
20 unlawful conduct, as set forth herein, Representative Plaintiff and/or certain class members herein
21 are entitled to recover "waiting time" penalties/wages (pursuant to California Labor Code § 203) and
22 penalties for failure to provide semimonthly statements of hours worked and all applicable hourly
23 rates (pursuant to Labor Code § 226) in an amount to be established, in a formulaic manner, at trial.
24 As a further direct and proximate result of Defendant's unlawful conduct, as set forth herein, the
25 Plaintiff class is also entitled to recover costs and attorneys' fees, pursuant to California Labor Code
26 § 1194 and/or California Civil Code § 1021.5, among other authorities.

27 30. Representative Plaintiff, individually, and on behalf of the Plaintiff class, seeks
28 injunctive relief, prohibiting Defendant from engaging in the illegal labor acts described herein in

1 the future as well as restitution of costs incurred by the Plaintiff class under California's Unfair
2 Competition Law. Unless enjoined, Defendant's unlawful conduct will continue unchecked, while
3 the Plaintiff class bears the financial brunt of Defendant's unlawful conduct. As a further direct and
4 proximate result of Defendant's unlawful conduct, as set forth herein, the Plaintiff class is also
5 entitled to recover costs and attorneys' fees, pursuant to statute.

6
7 **FIRST CAUSE OF ACTION**
8 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

11 32. During the class period, Defendant required class members to purchase tools,
12 equipment and other items and/or otherwise incur business expenses necessary for the performance
13 of their work for Volt as a term and condition of their employment therewith and failed to reimburse
14 these workers for same.

15 33. Thus, Representative Plaintiff and the Plaintiff class had expenditures and losses
16 which were incurred in direct consequence of the discharge of their duties, or of their obedience to
17 the directions of their employer, which have not yet been reimbursed by Defendant.

18 34. At all relevant times, Defendant was aware of and was under a duty to comply with
19 various provisions of California Labor Code, including but not limited to, Sections 406, 407 and/or
20 2802(a).

21 35. California Labor Code § 2802(a) provides:

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

25 36. By requiring members of the Plaintiff class to incur uncompensated expenses in direct
26 consequence of the discharge of their duties, the Plaintiff class was forced to contribute to the capital
27 and expenses of the Defendant's business which is legally a cash bond and which must be refunded
28 by Defendant to each class member.

1 37. California Labor Code § 2802 (b) and (c) provides for interest at the statutory post-
2 judgment rate of 10% simple interest per annum from the date of the expenditure, plus attorneys'
3 fees incurred in collection of those reimbursements.

4 38. Therefore, Representative Plaintiff, individually, and on behalf of the Plaintiff class,
5 demands reimbursement for expenditures or losses incurred by Plaintiff class in direct consequence
6 of the discharge of their duties, or of their obedience to the directions of Volt, plus return of all cash
7 bonds or other coerced investments in Volt's business, with interest at the statutory rate, plus
8 attorneys' fees.

9
10 **SECOND CAUSE OF ACTION**
11 **FAILURE TO PROVIDE MEAL AND REST PERIODS**
12 **(California Labor Code §§ 226.7 and 512)**

13 39. 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 40. At all relevant times, Defendant was aware of and was under a duty to comply with
16 California Labor Code §§ 226.7 and 512.

17 41. Specifically, California Labor Code § 226.7 provides:

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

27 42. Moreover California Labor Code § 512 provides:

28 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

1 with a second meal period of not less than 30 minutes, except that if
2 the total hours worked is no more than 12 hours, the second meal
3 period may be waived by mutual consent of the employer and the
4 employee only if the first meal period was not waived.

4 43. Sections 11 and 12, respectively, of the applicable IWC Wage Order mandate that
5 Volt provide all applicable meal and/or rest periods to members of the Plaintiff class.

6 44. Section 11 of the applicable IWC Wage Order provides:

7 (A) No employer shall employ any person for a work period of more
8 than five (5) hours without a meal period of not less than 30 minutes

9
10 (B) An employer may not employ an employee for a work period of
11 more than ten (10) hours per day without providing the employee
12 with a second meal period of not less than 30 minutes (C) If an
13 employer fails to provide an employee a meal period in accordance
14 with the applicable provisions of this order, the employer shall pay
15 the employee one (1) hour of pay at the employee's regular rate of
16 compensation for each workday that the meal period is not provided.

13 45. Moreover, Section 12 of the IWC Wage Order provides:

14 (A) Every employer shall authorize and permit all employees to take
15 rest periods, which insofar as practicable shall be in the middle of
16 each work period. The authorized rest period time shall be based on
17 the total hours worked daily at the rate of ten (10) minutes net rest
18 time per four (4) hours or major fraction thereof (B) If an
19 employer fails to provide an employee a rest period in accordance
20 with the applicable provisions of this order, the employer shall pay
21 the employee one (1) hour of pay at the employee's regular rate of
22 compensation for each workday that the rest period is not provided.

20 46. By failing to consistently provide uninterrupted thirty-minute meal periods within
21 the first five hours of work each day and/or uninterrupted ten-minute net rest periods to
22 Representative Plaintiff and class members, Defendant violated California Labor Code and IWC
23 Wage Order provisions.

24 47. Representative Plaintiff is informed and believes and, based thereon, alleges that Volt
25 has never paid the one hour of compensation to any class member due to Volt's violations of these
26 California Labor Code and IWC Wage Order provisions.

27 48. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,
28 the Plaintiff class has sustained damages, including lost compensation resulting from missed meal

1 and/or rest periods, in an amount to be established, in a formulaic manner, at trial. As a further direct
2 and proximate result of Defendant's unlawful conduct, as set forth herein, the Plaintiff class is
3 entitled to recover "waiting time" and other penalties, in amounts to be established at trial, as well
4 as costs and attorneys' fees, pursuant to statute.

5
6 **THIRD CAUSE OF ACTION**
7 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
8 **(California Labor Code §§ 226, 1174)**

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

11 50. California Labor Code § 226(a) provides:

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

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

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

24 52. Finally, California Labor Code § 1174 provides:

25 Every person employing labor in this state shall: (d) Keep, at a
26 central location in the state... payroll records showing the hours
27 worked daily by and the wages paid to ... employees These records
28 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.

1 honest business practices ordinarily borne by responsible competitors of Defendant and as set forth
2 in legislation and the judicial record.

3
4 **RELIEF SOUGHT**

5 **WHEREFORE, the Representative Plaintiff**, individually, and on behalf of the proposed
6 **Plaintiff class**, prays for judgment and the following specific relief against **Defendant(s)**, jointly
7 and separately, as follows:

8 1. For an Order certifying the proposed class and/or any other appropriate subclass
9 under CCP § 382;

10 2. That the Court declare, adjudge and decree that Volt violated California Labor Code
11 §§ 406, 407 and 2802(a) by willfully failing to reimburse members of the Plaintiff class for expenses
12 made on behalf of Defendant;

13 3. For a finding that Volt violated the provisions of California Labor Code § 201 and
14 Title 8 California Code of Regulations § 11070(9)(A) as to the members of the Plaintiff class;

15 4. That the Court make an award to members of the Plaintiff class of damages for the
16 amount of unpaid compensation, including interest thereon, and penalties, in amounts to be proven,
17 in a formulaic manner, at trial;

18 5. That the Court declare, adjudge and decree that defendant Volt violated its legal
19 duties under California Labor Code §§ 226.7 and/or 512 and the relevant Sections of the applicable
20 IWC Wage Order to pay wages for missed meal and/or rest periods;

21 6. That the Court declare, adjudge and decree that Volt violated the record keeping
22 provisions of California Labor Code §§ 226(a) and 1174(d) and the relevant Wage Order as to
23 members of the Plaintiff class, and for willful failure to provide accurate semimonthly itemized
24 statements thereto;

25 7. That the Court declare, adjudge and decree that Volt violated California Labor Code
26 §§ 201-203 for willful failure to pay all compensation owed at the time of termination of
27 employment to members of the Plaintiff class;

28 //

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8. That the Court declare, adjudge and decree that Volt violated California Business and Professions Code § 17200, et. seq. by failing to pay members of the Plaintiff class all compensation due and by failing to reimburse them for expenses made on behalf of Defendant;

9. For an Order requiring Volt to pay restitution to members of the Plaintiff class as a result of Volt's unfair, unlawful and/or fraudulent activities, pursuant to Business and Professions Code §§ 17200-08;

10. For an injunction, enjoining defendant Volt to cease and desist from further unfair, unlawful and/or fraudulent activities in violation of Business and Professions Code § 17200;

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

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


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

14. For reasonable attorneys' fees, pursuant to statute; and

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

Dated: July 11, 2007

SCOTT COLE & ASSOCIATES, APC

By: 
Scott Edward Cole, Esq.
Attorneys for the Representative Plaintiff
and the Plaintiff class