



FILED
ALAMEDA COUNTY

JUL 23 2018
CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

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

11 SHERIF HAKEEM, individually, and)
on behalf of all others similarly)
12 situated,)
13 Plaintiff,)
14 vs.)
15 ALLIED UNIVERSAL SECURITY)
SERVICES, UNIVERSAL)
16 PROTECTION SERVICE, LP DBA)
ALLIED UNIVERSAL SECURITY)
17 SERVICES, LP, and DOES 1 through)
100, inclusive,)
18)
19 Defendants.)

Case No. RG17885320
CLASS ACTION
**FIRST AMENDED COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF AND
RESTITUTION**

[Jury Trial Demanded]

21 Representative Plaintiff alleges as follows:

23 **INTRODUCTION**

24 1. This is a class action seeking unpaid compensation for meal and/or rest period
25 violations, interest thereon, reimbursement of business expenses, liquidated damages and other
26 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs under,
27 *inter alia*, California Labor Code §§ 200-204, inclusive, 226, 226.7, 226.8, 510, 512, 558, 1174,
28 1174.5, 1194, 1194.2, 1197, 1198, California Business and Professions Code §§ 17200, *et seq.* and

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1 California Code of Civil Procedure § 1021.5. Plaintiff Sherif Hakeem (“Representative Plaintiff”
2 or “Plaintiff”) brings this action on behalf of himself and all other persons similarly situated
3 (“Class Members” and/or the “Plaintiff Class”) who are or have been employed by defendants
4 Allied Universal Security Services, Universal Protection Service, LP dba Allied Universal Security
5 Services, LP, and/or Does 1 through 100, inclusive (collectively “Defendant”) as Patrol Officers
6 and/or Security Guards/Officers within the State of California within the applicable class period.

7 2. The relevant class period extends through trial, based upon the allegation that the
8 violations of California’s wage and hour laws, as described more fully below, have been ongoing
9 throughout that time.

10 3. During the class period, Defendant has had a consistent policy of (1) unlawfully
11 denying Plaintiff and Class Members statutorily-mandated meal and rest periods, (2) willfully
12 failing to provide Plaintiff and Class Members with accurate semimonthly itemized wage
13 statements reflecting the total number of hours each worked, the applicable deductions, and the
14 applicable hourly rates in effect during the pay period, and (3) willfully failing to pay compensation
15 in a prompt and timely manner to Plaintiff and those Class Members whose employment with
16 Defendant has terminated.

17 4. Defendant operates a security service within California for which Representative
18 Plaintiff worked as a Patrol Officer. The Representative Plaintiff is informed and believes and, on
19 that basis, alleges that, within the Class Period, Defendant employed hundreds of individuals in
20 California in recent years to perform security services, employment positions which did not, and
21 currently do not, meet any known test for exemption from the payment of overtime wages and/or
22 the entitlement to meal or rest periods.

23 5. Despite actual knowledge of these facts and legal mandates, Defendant has and
24 continues to enjoy an advantage over its competition and a resultant disadvantage to its workers
25 by electing not to pay all wages due (missed meal and rest period compensation) and/or all
26 penalties dues (including “waiting time” penalties) to its California based patrol officers and/or
27 security guards/officers.

28

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

4 7. Despite Defendant's knowledge of Class Members' entitlement to expense
5 reimbursement and meal and/or rest periods for all applicable work periods, Defendant failed to
6 provide the same to Class Members, in violation of California state statutes, the applicable
7 California Industrial Welfare Commission Wage Order, and Title 8 of the California Code of
8 Regulations. This action is brought to redress and end this prolonged pattern of unlawful conduct
9 once and for all.

10 **JURISDICTION AND VENUE**

11 8. This Court has jurisdiction over the Representative Plaintiff's and Class Members'
12 claims for unpaid wages, expenses and/or penalties under, *inter alia*, the applicable Industrial
13 Welfare Commission Wage Order, Title 8 of the California Code of Regulations, Labor Code §§
14 201-204, 226, 226.7, 512, 1174, and/or the California Code of Civil Procedure § 1021.5.

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

19 10. Venue as to Defendant is proper in this judicial district pursuant to California Code
20 of Civil Procedure § 395(a). Defendant provides security services within the County of Alameda
21 where Plaintiff and numerous Class Members worked, transacts business, has agents, and is
22 otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts
23 alleged herein have and have had a direct effect on Representative Plaintiff and those similarly
24 situated within the State of California and within the County of Alameda.

25 **PLAINTIFF**

26 11. Representative Plaintiff Sherif Hakeem is a natural person who was employed by
27 Defendant as a security guard during the Class Period.
28

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1 CLASS ACTION ALLEGATIONS

2 17. The Representative Plaintiff brings this action on behalf of herself and as a class
3 action on behalf of all persons similarly situated and proximately damaged by Defendant's conduct
4 including, but not necessarily limited to, the following Plaintiff Class:

5 "All persons employed by Defendant as patrol officers and/or
6 security guards/officers in California at any time during the relevant
7 class period."

8 18. Defendant's officers and directors are excluded from the Plaintiff Class.

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

12 a. Numerosity: A class action is the only available method for the fair
13 and efficient adjudication of this controversy. The members of the
14 Plaintiff Class are so numerous that joinder of all members is
15 impractical, if not impossible, insofar as Representative Plaintiff is
16 informed and believes and, on that basis, alleges that there are
17 sufficient Class Members to meet the numerosity requirement.
18 Membership in the Class will be determined upon analysis of
19 employee and payroll, among other, records maintained by
20 Defendant.

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

- 26 1) Whether Defendant violated California Business and
27 Professions Code § 17200, *et seq.* by failing to provide meal
28 and/or rest breaks to Class Members working eligible shifts;
- 2) Whether Defendant violated California Labor Code § 1174 by
failing to keep accurate records of employees' hours of work;
- 3) Whether Defendant violated California Labor Code §§ 201-204
by failing to pay wages due and owing at the time that certain
Class Members' employment with Defendant terminated;
- 4) Whether Defendant violated California Labor Code § 226 by
failing to provide semimonthly itemized statements to Class
Members of total hours worked by each and all applicable
hourly rates in effect during the pay period; and

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1 5) Whether Class Members are entitled to "waiting time"
2 penalties, pursuant to California Labor Code § 203.

3 c. Typicality: The Representative Plaintiff's claims are typical of the
4 claims of Class Members. The Representative Plaintiff and Class
5 Members sustained damages arising out of and caused by
6 Defendant's common course of conduct in violation of law, as
7 alleged herein.

8 d. Adequacy of Representation: The Representative Plaintiff in this
9 class action is an adequate representative of the Plaintiff Class in
10 that the Representative Plaintiff's claims are typical of those of the
11 Plaintiff Class and the Representative Plaintiff has the same interest
12 in the litigation of this case as the Class Members. The
13 Representative Plaintiff is committed to vigorous prosecution of this
14 case and has retained competent counsel who are experienced in
15 conducting litigation of this nature. The Representative Plaintiff is
16 not subject to any individual defenses unique from those
17 conceivably applicable to Class Members as a whole. The
18 Representative Plaintiff anticipates no management difficulties in
19 this litigation.

20 e. Superiority of Class Action: Since the damages suffered by
21 individual Class Members, while not inconsequential, may be
22 relatively small, the expense and burden of individual litigation by
23 each member makes or may make it impractical for Class Members
24 to seek redress individually for the wrongful conduct alleged herein.
25 Should separate actions be brought, or be required to be brought, by
26 each individual Class Member, the resulting multiplicity of lawsuits
27 would cause undue hardship and expense for the Court and the
28 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.

COMMON FACTUAL ALLEGATIONS

20. As described herein, for years, Defendant has knowingly failed to adequately
compensate those employees within the class definition identified above for all wages earned
(including premium wages such as compensation for missed meal and/or rest periods) under the
California Labor Code and the applicable IWC Wage Order, thereby enjoying a significant
competitive edge over other service providers.

21. Defendant has declined to pay these wages, even upon a Class Member's
termination or resignation from employment, in blatant violation of California Labor Code § 201
and/or § 202.

1 22. California Labor Code §§ 201 and 202 require Defendant to pay severed employees
2 all wages due and owed to the employee immediately upon discharge or within 72 hours of
3 resignation of their positions, in most circumstances. California Labor Code § 203 provides that
4 an employer who willfully fails to timely pay such wages must, as a penalty, continue to pay the
5 subject employees' wages until the back wages are paid in full or an action is commenced, and the
6 payment of such penalty shall continue for a period of time up to 30 days.

7 23. Moreover, according to Defendant's policies, Class Members were required to
8 incur business expenses related to the operations of Defendant.

9 24. Furthermore, despite its knowledge of the Representative Plaintiff's and the Class
10 Members' entitlement to compensation for all hours worked, Defendant violated California Labor
11 Code § 1174(d) by failing to provide or require the use, maintenance, or submission of time records
12 by members of the Plaintiff Class. Defendant also failed to provide the Representative Plaintiff
13 and Class Members with accurate semimonthly itemized statements of the total number of hours
14 worked by each, and all applicable hourly rates in effect, during the pay period, in violation of
15 California Labor Code § 226. In failing to provide the required documents, Defendant has not only
16 failed to pay its workers the full amount of compensation due but the company has also, until now,
17 effectively shielded itself from its employees' scrutiny by concealing the magnitude and financial
18 impact of its wrongdoing that such documents might otherwise have led workers to discover.

19 25. Representative Plaintiff and all persons similarly situated are entitled to unpaid
20 compensation, yet, to date, have not received such compensation despite many of the same having
21 been terminated by and/or resigned from Defendant's employ. More than 30 days have passed
22 since certain Class Members have left Defendant's employ.

23 26. As a consequence of Defendant's willful conduct in not paying former employees
24 compensation for all hours worked in a prompt and timely manner, Representative Plaintiff and
25 certain Class Members are entitled to up to 30 days wages as a penalty under California Labor
26 Code § 203, together with attorneys' fees and costs.

27 27. As a direct and proximate result of Defendant's unlawful conduct, as set forth
28 herein, Representative Plaintiff and Class Members have sustained damages, as described above,

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1 including compensation for loss of earnings for hours worked on behalf of Defendant, in an amount
2 to be established at trial. As a further direct and proximate result of Defendant's unlawful conduct,
3 as set forth herein, certain Class Members are entitled to recover "waiting time" penalties (pursuant
4 to California Labor Code § 203) and penalties for failure to provide semimonthly statements of
5 hours worked and all applicable hourly rates (pursuant to California Labor Code § 226) in an
6 amount to be established at trial. As a further direct and proximate result of Defendant's unlawful
7 conduct, as set forth herein, Representative Plaintiff and Class Members are also entitled to recover
8 costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5, among other
9 authorities.

10 28. Representative Plaintiff seeks injunctive relief prohibiting Defendant from
11 engaging in the complained-of illegal labor acts and practices in the future. Representative Plaintiff
12 also seeks restitution of costs incurred by Representative Plaintiff and Class Members under
13 California's Unfair Competition Law. Unless enjoined, Defendant's unlawful conduct will
14 continue unchecked, while Representative Plaintiff and Class Members bear the financial brunt of
15 Defendant's unlawful conduct. As a further direct and proximate result of Defendant's unlawful
16 conduct, as set forth herein, Representative Plaintiff and the Plaintiff Class are also entitled to
17 recover costs and attorneys' fees, pursuant to statute.

18 29. Representative Plaintiff has complied with the procedures for bringing suit
19 specified in California Labor Code § 2699.3 necessary to maintain a civil action against Defendant
20 for violation of (and/or recovery under) California Labor Code §§ 200-204, inclusive, 226, 226.7,
21 512, 558, 1174, 1174.5, 1194, and 1197.

22
23 **FIRST CAUSE OF ACTION**
24 **FAILURE TO PROVIDE MEAL AND REST PERIODS**
25 **(California Labor Code §§ 226.7 and 512)**

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

1 31. At all relevant times, Defendant was aware of and was under a duty to comply with
2 California Labor Code § 226.7 and §512.

3 32. California Labor Code § 226.7 provides:

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

7 (b) If an employer fails to provide an employee a meal period or
8 rest period in accordance with an applicable order of the Industrial
9 Welfare Commission, the employer shall pay the employee one
10 additional hour of pay at the employee's regular rate of
11 compensation for each work day that the meal or rest period is not
12 provided.

13 33. Moreover, California Labor Code § 512(a) provides:

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

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

31 35. Section 11 of the applicable IWC Wage Order provides:

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

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

39 (C) If an employer fails to provide an employee a meal period in
40 accordance with the applicable provisions of this order, the
41 employer shall pay the employee one (1) hour of pay at the
42 employee's regular rate of compensation for each workday that
43 the meal period is not provided.

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36. Moreover; Section 12 of the applicable IWC Wage Order provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof

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

37. By failing to consistently provide uninterrupted thirty-minute meal periods within the first five hours of work each day and/or uninterrupted net ten-minute rest periods to Representative Plaintiff and Class Members, Defendant violated the California Labor Code and applicable IWC Wage Order provisions.

38. Representative Plaintiff is informed and believes and, on that basis, alleges that Defendant has never paid the one hour of compensation to any Class Member due to its violations of the California Labor Code and applicable IWC Wage Order provisions.

39. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Representative Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed meal and/or rest periods, in an amount to be established at trial.

40. As a further direct and proximate result of Defendant's unlawful conduct, as set forth herein, certain Class Members are entitled to recover "waiting time" and other penalties, in amounts to be established at trial, as well as recovery of attorneys' fees and costs, pursuant to statute.

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

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

6 42. California Labor Code § 226(a) provides:

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

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

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

29 44. Finally, California Labor Code § 1174(d) provides:

30 Every person employing labor in this state shall . . . [k]eep, at a
31 central location in the state...payroll records showing the hours
32 worked daily by and the wages paid to...employees.... These records
33 shall be kept in accordance with rules established for this purpose
34 by the commission, but in any case shall be kept on file for not less
35 than two years.

36 45. Representative Plaintiff seeks to recover actual damages, costs, and attorneys' fees
37 under these provisions on behalf of herself and on behalf of all Class Members.

38 46. Defendant has failed to provide timely, accurate itemized wage statements to the
39 Representative Plaintiff and Class Members in accordance with California Labor Code § 226.

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1 Representative Plaintiff is informed and believes and, on that basis, alleges that none of the
2 statements provided by Defendant accurately reflected actual gross wages earned, net wages
3 earned, or the appropriate deductions of such Class Members.

4 47. As a direct and proximate result of Defendant's unlawful conduct, as set forth
5 herein, the Representative Plaintiff and Class Members have sustained damages in an amount to
6 be established at trial, and are entitled to recover attorneys' fees and costs of suit.

7
8 **THIRD CAUSE OF ACTION**
9 **FAILURE TO PAY WAGES ON TERMINATION**
10 **(California Labor Code § 203)**

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

14 49. California Labor Code § 203 provides that:

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

21 50. Plaintiff and numerous Class Members were employed by Defendant during the
22 class period and were thereafter terminated or resigned from their positions, yet they were not paid
23 all premium (overtime) wages due upon said termination or within 72 hours of said resignation of
24 employment therefrom. Said non-payment was the direct and proximate result of a willful refusal
25 to do so by Defendant.

26 51. More than 30 days have elapsed since certain Class Members were involuntarily
27 terminated or voluntarily resigned from Defendant's employ.

28 52. As a direct and proximate result of Defendant's willful conduct in failing to pay
said Class Members for all hours worked, affected Class Members are entitled to recover "waiting

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1 time” penalties of up to thirty days’ wages pursuant to California Labor Code § 203 in an amount
2 to be established at trial, together with interest thereon, and attorneys’ fees and costs.

3
4 **FOURTH CAUSE OF ACTION**
5 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
6 **(California Business & Professions Code §§ 17200-17208)**

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

10 54. Representative Plaintiff further brings this cause of action seeking equitable and
11 statutory relief to stop Defendant’s misconduct, as complained of herein, and to seek restitution of
12 the amounts Defendant acquired through the unfair, unlawful, and fraudulent business practices
13 described herein.

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

18 56. Defendant has clearly established a policy of accepting a certain amount of
19 collateral damage, as represented by the damages to the Representative Plaintiff and to Class
20 Members herein alleged, as incidental to its business operations, rather than accept the alternative
21 costs of full compliance with fair, lawful, and honest business practices, ordinarily borne by its
22 responsible competitors and as set forth in legislation and the judicial record.

23 **FIFTH CAUSE OF ACTION**
24 **PRIVATE ATTORNEYS GENERAL ACT CLAIM**
25 **(California Labor Code §§ 2699)**

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

28 58. California Labor Code § 2699(a) states:

Notwithstanding any other provision of the law, any provision of this code
that provides for a civil penalty to be assessed and collected by the Labor
and Workforce Development Agency or any of its departments, divisions,
commissions, boards, agencies, or employees, for a violation of this code,

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1 may, as an alternative, be recovered through a civil action brought by an
2 aggrieved employee on behalf of himself or herself and other current or
3 former employees. . .

4 59. Representative Plaintiff (and each and every other Aggrieved Employee) are
5 "aggrieved employees," as defined by California Labor Code § 2699(c), because they were
6 employed by Defendant and were among the many employees against whom violations of law
7 were committed.

8 60. Representative Plaintiff has met all of the requirements set forth in California Labor
9 Code § 2699.3 necessary to maintain a civil action against Defendant for violations of (and/or
10 recovery under) California Labor Code §§ 200-204, inclusive, 226, 226.7, 512, 558, 1174, 1174.5,
11 and/or 2699.

12 61. Representative Plaintiff brings this action on behalf of himself and all Aggrieved
13 Employees alleging violations of the California Labor Code sections cited in the preceding
14 paragraph.

15 62. As a direct and proximate result of Defendant's unlawful conduct, as set forth
16 herein, Representative Plaintiff and Aggrieved Employees are entitled to recover various penalties
17 as provided by California Labor Code § 2699, in an amount to be established at trial, as well as
18 costs and attorneys' fees, pursuant to statute.

19
20
21 **RELIEF SOUGHT**

22 **WHEREFORE, the Representative Plaintiff,** on behalf of herself and the proposed
23 Plaintiff Class, prays for judgment and the following specific relief against defendants, and each
24 of them, jointly and separately, as follows:

25 1. That the Court declare, adjudge, and decree that this action is a proper class action
26 and certify the proposed Class and/or any other appropriate subclasses under California Code of
27 Civil Procedure § 382;

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1 2. That the Court declare, adjudge, and decree that Defendant willfully violated its
2 legal duties to pay all wages due under the California Labor Code and the applicable California
3 Industrial Welfare Commission Wage Orders;

4 3. That the Court make an award to the Representative Plaintiff and the Class
5 Members of one hour of pay at each employee's regular rate of compensation for each workday
6 that a meal period was not provided;

7 4. That the Court make an award to the Representative Plaintiff and the Class
8 Members of one hour of pay at each employee's regular rate of compensation for each workday
9 that a rest period was not provided;

10 5. That the Court Order Defendant to pay restitution to the Representative Plaintiff
11 and the Class Members due to Defendant's unlawful activities, pursuant to California Business
12 and Professions Code §§ 17200-17208;

13 6. That the Court further enjoin Defendant, ordering it to cease and desist from
14 unlawful activities in violation of California Business and Professions Code § 17200, *et seq.*

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

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

19 9. That the Court declare, adjudge, and decree that this action is a proper
20 representative action pursuant to California Labor Code § 2699;

21 10. That the Court make an award of civil penalties for violations of the California
22 Labor Code, pursuant to California Labor Code § 2699;

23 11. That the Court make an award to Plaintiffs of penalties, pursuant to California
24 Labor Code §§ 203, 226, 558, and 1174.5, in an amount to be proven at trial;

25 12. For reasonable attorneys' fees, pursuant to California Code of Civil Procedure §
26 1021.5; and

27 13. For costs of suit and any and all such other relief as the Court deems just and proper.
28

JURY DEMAND

1
2 Representative Plaintiff, on behalf of herself, the Plaintiff Class and Aggrieved Employees,
3 hereby demands a trial by jury.
4

5 Dated: July 10, 2018

SCOTT COLE & ASSOCIATES, APC

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7 By: 

8 Andrew Weaver, Esq.
9 Attorneys for Representative Plaintiff,
10 the Plaintiff Class and Aggrieved Employees
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