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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

NOV 30 2018

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Isaac Lovo, Deputy

11 Attorneys for Representative Plaintiffs  
12 and the Plaintiff Class

13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 JILL MACKESEY & BEHNAM  
16 MERABIANI, individually, and on  
17 behalf of all others similarly situated,

Case No.

**18STCV07049**

**CLASS/COLLECTIVE ACTION**

Plaintiffs,

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

vs.

**JURY TRIAL DEMANDED**

18 THE CREATIVE TALENT  
19 NETWORK, INC. and DOES 1-100,  
20 inclusive,

Defendants.

21 Representative Plaintiffs alleges as follows:

22 **PRELIMINARY STATEMENT**

23 1. This is a class action seeking unpaid compensation for unpaid wages, meal and/or  
24 rest period violations, interest thereon, reimbursement of business expenses, liquidated damages  
25 and other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs  
26 under, *inter alia*, California Labor Code §§ 200-204, inclusive, 226, 226.7, 510, 512, 558, 1174,  
27 1174.5, 1194, 1194.2, 1197, 1198, California Business and Professions Code §§ 17200, *et seq.*  
28 and California Code of Civil Procedure § 1021.5. Plaintiffs Jill Mackesey and Behnam

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under, *inter alia*, California Labor Code §§ 200-204, inclusive, 226, 226.7, 510, 512, 558, 1174,  
1174.5, 1194, 1194.2, 1197, 1198, California Business and Professions Code §§ 17200, *et seq.*  
and California Code of Civil Procedure § 1021.5. Plaintiffs Jill Mackesey and Behnam

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1 Merabiani (“Representative Plaintiffs” or “Plaintiffs”) were employed by The Creative Talent  
2 Network, Inc. (“Defendant”) in Burbank, California. At all times during the relevant period,  
3 Plaintiffs were employed by Defendant in support positions for the annual conference held by the  
4 Defendant. Plaintiffs were improperly classified as volunteers and were not paid any wages for  
5 the service they performed for Defendant. Plaintiffs bring this lawsuit on behalf of themselves  
6 and on behalf of all other persons similarly situated who have been employed by Defendants as  
7 volunteers in the State of California within the applicable class period.

8 2. The class period is designated as November 30, 2014 through trial, based upon  
9 the allegation that the violations of California’s wage and hour laws, as described more fully  
10 below, have been ongoing throughout that time.

11 3. During the class period, Defendant had a consistent policy of (1) failing to pay  
12 Plaintiffs and Class Members for all hours worked, (2) permitting, encouraging and/or requiring  
13 Plaintiffs and Class Members to work in excess of eight hours per day and/or in excess of forty  
14 hours per week without paying them overtime compensation as required by California’s wage  
15 and hour laws, (3) unlawfully denying Plaintiffs and Class Members statutorily-mandated meal  
16 and rest periods, and (4) willfully failing to provide Plaintiffs and Class Members with accurate  
17 semimonthly itemized wage statements reflecting the total number of hours each worked, the  
18 applicable deductions, and the applicable hourly rates in effect during the pay period. In  
19 addition, Plaintiffs are informed and believe and, on that basis, allege that Defendant had a  
20 consistent policy of willfully failing to pay compensation (including unpaid overtime) in a  
21 prompt and timely manner to Plaintiff and Class Members whose employment has ended.

22  
23 **INTRODUCTION**

24 4. Defendant operates an even hosting company within California for which  
25 Representative Plaintiffs worked as “volunteer” support staff. Representative Plaintiffs are  
26 informed and believe and, on that basis, allege that, within the Class Period, Defendant employed  
27 hundreds of individuals as misclassified “volunteer” support staff, employment positions which  
28 did not, and currently do not, meet any known test for exemption from the payment of regular

1 wages, overtime wages and/or the entitlement to meal or rest periods.

2 5. Despite actual knowledge of these facts and legal mandates, Defendant has and  
3 continues to enjoy an advantage over its competition and a resultant disadvantage to its workers  
4 by electing not to pay all wages due (including regular, overtime and missed meal and rest period  
5 compensation) and/or all penalties dues (including “waiting time” penalties) to its “volunteer”  
6 support staff.

7 6. Representative Plaintiffs are informed and believe and, based thereon, allege that  
8 Defendant knew of these facts and legal mandates yet, nonetheless, repeatedly authorized and/or  
9 ratified the violation of the laws cited herein.

10 7. Despite Defendant’s knowledge of Class Members’ entitlement to regular pay,  
11 overtime pay and meal and/or rest periods for all applicable work periods, Defendant failed to  
12 provide same to the Class Members, in violation of California state statutes, the applicable  
13 California Industrial Welfare Commission Wage Order, and Title 8 of the California Code of  
14 Regulations. This action is brought to redress and end this prolonged pattern of unlawful conduct  
15 once and for all.

16  
17 **JURISDICTION AND VENUE**

18 8. This Court has jurisdiction over the Representative Plaintiffs’ and Class  
19 Members’ claims for unpaid wages, expenses and/or penalties under, *inter alia*, the applicable  
20 Industrial Welfare Commission Wage Order, Title 8 of the California Code of Regulations,  
21 various sections of the California Labor Code, and/or the California Code of Civil Procedure §  
22 1021.5.

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

27 10. Venue as to Defendant is proper in this judicial district pursuant to California  
28 Code of Civil Procedure § 395(a). Defendant provides convention services within the County of

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1 Los Angeles (where Plaintiffs and numerous Class Members worked), transacts business, has  
2 agents, and is otherwise within this Court's jurisdiction for purposes of service of process. The  
3 unlawful acts alleged herein have and have had a direct effect on Representative Plaintiffs and  
4 those similarly situated within the State of California and within the County of Los Angeles.

5  
6 **PLAINTIFF(S)**

7 11. Representative Plaintiffs Jill Mackesey and Behnam Merabiani are natural  
8 persons, and were employed by Defendant The Creative Talent Network, Inc. and Does 1  
9 through 100 ("Defendant"). Representative Plaintiffs were classified by Defendant as volunteers  
10 during the relevant time period.

11  
12 **DEFENDANT(S)**

13 12. Defendant The Creative Talent Network, Inc. is engaged in business in the State  
14 of California, County of Los Angeles.

15 13. Those defendants identified as Does 1 through 100, inclusive, are and were, at all  
16 relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some or  
17 each of the remaining defendants. Representative Plaintiffs are informed and believe and, on that  
18 basis, allege that at all relevant times herein mentioned, Defendant The Creative Talent Network,  
19 Inc., and those identified as Does 1 through 100, inclusive, employed, and/or exercised control  
20 over the wages, hours, and/or working conditions of Plaintiffs within the State of California.

21 14. Representative Plaintiffs are unaware of the true names and capacities of those  
22 defendants sued herein as Does 1 through 100, inclusive and, therefore, sues these defendants by  
23 such fictitious names. Representative Plaintiffs will seek leave of court to amend this Complaint  
24 when such names are ascertained. Representative Plaintiffs are informed and believe and, on that  
25 basis, allege that each of the fictitiously-named defendants was responsible in some manner for,  
26 gave consent to, ratified, and/or authorized the conduct herein alleged and that Representative  
27 Plaintiffs' and Class Members' damages, as herein alleged, were proximately caused thereby.

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- 3) Whether Defendant violated California Business and Professions Code § 17200, *et seq.* by engaging in unfair, unlawful, and/or fraudulent business practices;
- 4) Whether Defendant violated California Labor Code § 1174 by failing to keep accurate records of employees' hours of work;
- 5) Whether Defendant violated California Labor Code §§ 201-204 by failing to pay wages due and owing at the time that Plaintiff's and certain Class Members' employment with Defendant terminated;
- 6) 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
- 7) Whether Class Members are entitled to "waiting time" penalties, pursuant to California Labor Code § 203.

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

d. Adequacy of Representation: The Representative Plaintiffs in this class action are adequate representatives of the Plaintiff Class in that the Representative Plaintiffs' claims are typical of those of the Plaintiff Class and the Representative Plaintiffs have the same interest in the litigation of this case as the Class Members. The Representative Plaintiffs are committed to vigorous prosecution of this case and has retained competent counsel who are experienced in conducting litigation of this nature. The Representative Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to Class Members as a whole. The Representative Plaintiffs anticipate no management difficulties in this litigation.

e. 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 impractical for Class Members to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought, or be required to be brought, by each individual Class Member, 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.





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1 | having been terminated by and/or resigned from Defendant's employ. More than 30 days have  
2 | passed since certain Class Members have left Defendant's employ.

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

7 |         24.     As a direct and proximate result of Defendant's unlawful conduct, as set forth  
8 | herein, Representative Plaintiffs and Class Members have sustained damages, as described  
9 | above, including compensation for loss of earnings for hours worked on behalf of Defendant, in  
10 | an amount to be established at trial. As a further direct and proximate result of Defendant's  
11 | unlawful conduct, as set forth herein, certain Class Members are entitled to recover "waiting  
12 | time" penalties (pursuant to California Labor Code § 203) and penalties for failure to provide  
13 | semimonthly statements of hours worked and all applicable hourly rates (pursuant to California  
14 | Labor Code § 226) in an amount to be established at trial. As a further direct and proximate  
15 | result of Defendant's unlawful conduct, as set forth herein, Representative Plaintiffs and Class  
16 | Members are also entitled to recover costs and attorneys' fees pursuant to California Code of  
17 | Civil Procedure § 1021.5, among other authorities.

18 |         25.     Representative Plaintiffs seek injunctive relief prohibiting Defendant from  
19 | engaging in the complained-of illegal labor acts and practices in the future. Representative  
20 | Plaintiffs also seek restitution of costs incurred by Representative Plaintiffs and Class Members  
21 | under California's Unfair Competition Law. Unless enjoined, Defendant's unlawful conduct will  
22 | continue unchecked, while Representative Plaintiffs and Class Members bear the financial brunt  
23 | of Defendant's unlawful conduct. As a further direct and proximate result of Defendant's  
24 | unlawful conduct, as set forth herein, Representative Plaintiffs and the Plaintiff Class are also  
25 | entitled to recover costs and attorneys' fees, pursuant to statute.  
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**FIRST CAUSE OF ACTION**  
**UNLAWFUL FAILURE TO PAY WAGES**  
**(California Labor Code §§ 200-204, 510, 558, 1194, and 1198; IWC Wage Order(s))**

30. Plaintiffs incorporate 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.

31. During the limitations period, Plaintiffs performed work for Defendant. The number of hours will be proven at trial.

32. During the limitations period, Defendant refused to compensate Plaintiffs for all of the wages earned, in violation of the applicable IWC Wage Order(s) and provisions of the California Labor Code.

33. Defendant's conduct, as heretofore detailed, represents underpayment of wages pursuant to California Labor Code § 558 for which Plaintiffs seek damages and/or penalties according to proof.

34. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs have sustained damages, including loss of earnings for hours worked on behalf of Defendant, in an amount to be established at trial. As a further direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs are entitled to recover penalties in amounts to be established at trial, as well as attorneys' fees and costs, and restitution, pursuant to statute.

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

35. Representative Plaintiffs incorporate 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.

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

37. California Labor Code § 226.7 provides:

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

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

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

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

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

40. Section 11 of the applicable IWC Wage Order provides:

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

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

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

41. 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)

1 minutes net rest time per four (4) hours or major fraction thereof  
2 ....

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

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

12 43. Representative Plaintiffs are informed and believe and, on that basis, alleges that  
13 Defendant has never paid the one hour of compensation to any Class Member due to its  
14 violations of the California Labor Code and applicable IWC Wage Order provisions.

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

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

22 **THIRD CAUSE OF ACTION**  
23 **UNLAWFUL FAILURE TO PAY OVERTIME WAGES**  
24 **(Violation of IWC Wage Order and California Labor Code §§ 510, 1194, and 1198)**

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

28 47. During the relevant time period, Representative Plaintiffs and Class Members  
worked, on many occasions, in excess of eight hours in a workday. The precise number of  
overtime hours will be proven at trial.

1 48. During the relevant time period, Defendant refused to compensate Representative  
2 Plaintiffs and Class Members for all of the overtime wages earned, in violation of the applicable  
3 IWC Wage Order and provisions of the California Labor Code.

4 49. Moreover, during the relevant time period, Representative Plaintiffs and certain  
5 Class Members were employed by and thereafter terminated from Plaintiffs' position with  
6 Defendant, yet Representative Plaintiff and affected Class Members were not paid all wages due  
7 upon said termination of employment. Said non-payment of all wages due was the direct and  
8 proximate result of a willful refusal to do so by Defendant.

9 50. At all relevant times, Defendant was aware of, and were under a duty to comply  
10 with, the overtime provisions of the California Labor Code including, but not limited to,  
11 California Labor Code §§510, 1194, and 1198.

12 51. California Labor Code §510(a), in pertinent part, provides:

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

18 52. California Labor Code §1194(a), in pertinent part, provides:

19 Notwithstanding any agreement to work for a lesser wage, any  
20 employee receiving less than the legal minimum wage or the legal  
21 overtime compensation applicable to the employee is entitled to  
22 recover in a civil action the unpaid balance of the full amount of  
23 this minimum wage or overtime compensation, including interest  
24 thereon, reasonable attorneys' fees, and costs of suit.

25 53. California Labor Code §1198, in pertinent part, provides:

26 The maximum hours of work and the standard conditions of labor  
27 fixed by the commission shall be the maximum hours of work and  
28 the standard conditions of labor for employees. The employment of  
any employee for longer hours than those fixed by the order or  
under conditions of labor prohibited by the order is unlawful.

29 54. By refusing to compensate Representative Plaintiffs and certain Class Members  
30 for overtime wages earned, Defendant violated those California Labor Code provisions cited  
31 herein as well as the applicable IWC Wage Order(s).

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1 55. As a direct and proximate result of Defendant's unlawful conduct, as set forth  
2 herein, Representative Plaintiffs and certain Class Members have sustained damages, including  
3 loss of earnings for hours of overtime worked on behalf of Defendant, in an amount to be  
4 established at trial, and is entitled to recover attorneys' fees and costs of suit.

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

9 56. Representative Plaintiffs incorporate in this cause of action each and every  
10 allegation of the preceding paragraphs, with the same force and effect as though fully set forth  
11 herein.

12 57. California Labor Code § 226(a) provides:

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

26 58. Moreover, California Labor Code § 226(e) provides:

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

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

Every person employing labor in this state shall. . . [k]eep, at a  
central location in the state...payroll records showing the hours  
worked daily by and the wages paid to...employees.... These  
records shall be kept in accordance with rules established for this

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1 purpose by the commission, but in any case shall be kept on file for  
2 not less than two years.

3 60. Representative Plaintiffs seek to recover actual damages, costs, and attorneys'  
4 fees under these provisions on behalf of themselves and on behalf of all Class Members.

5 61. Defendant has failed to provide timely, accurate itemized wage statements to the  
6 Representative Plaintiffs and Class Members in accordance with California Labor Code § 226.  
7 Representative Plaintiffs are informed and believe and, on that basis, allege that none of the  
8 statements provided by Defendant accurately reflected actual gross wages earned, net wages  
9 earned, or the appropriate deductions of such Class Members.

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

13 **FIFTH CAUSE OF ACTION**  
14 **FAILURE TO PAY WAGES ON TERMINATION**  
15 **(California Labor Code § 203)**

16 63. Representative Plaintiffs incorporate in this cause of action each and every  
17 allegation of the preceding paragraphs, with the same force and effect as though fully set forth  
18 herein.

19 64. California Labor Code § 203 provides that:

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

26 65. Numerous Class Members were employed by Defendant during the class period  
27 and were thereafter terminated or resigned from their positions, yet they were not paid all  
28 premium (overtime) wages due upon said termination or within 72 hours of said resignation of

1 employment therefrom. Said non-payment was the direct and proximate result of a willful refusal  
2 to do so by Defendant.

3 66. More than 30 days have elapsed since certain Class Members were involuntarily  
4 terminated or voluntarily resigned from Defendant's employ.

5 67. As a direct and proximate result of Defendant's willful conduct in failing to pay  
6 said Class Members for all hours worked, affected Class Members are entitled to recover  
7 "waiting time" penalties of up to thirty days' wages pursuant to California Labor Code § 203 in  
8 an amount to be established at trial, together with interest thereon, and attorneys' fees and costs.

9 **SIXTH CAUSE OF ACTION**  
10 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**  
11 **(California Business & Professions Code §§ 17200-17208)**

12 68. Representative Plaintiffs incorporate in this cause of action each and every  
13 allegation of the preceding paragraphs, with the same force and effect as though fully set forth  
14 herein.

15 69. Representative Plaintiffs further brings this cause of action seeking equitable and  
16 statutory relief to stop Defendant's misconduct, as complained of herein, and to seek restitution  
17 of the amounts Defendant acquired through the unfair, unlawful, and fraudulent business  
18 practices described herein.

19 70. Defendant's knowing conduct, as alleged herein, constitutes an unlawful and/or  
20 fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-  
21 17208. Specifically, Defendant conducted business activities while failing to comply with the  
22 legal mandates cited herein.

23 71. Defendant has clearly established a policy of accepting a certain amount of  
24 collateral damage, as represented by the damages to the Representative Plaintiffs and to Class  
25 Members herein alleged, as incidental to its business operations, rather than accept the  
26 alternative costs of full compliance with fair, lawful, and honest business practices, ordinarily  
27 borne by its responsible competitors and as set forth in legislation and the judicial record.

28



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RELIEF SOUGHT

1  
2           **WHEREFORE, the Representative Plaintiffs**, on behalf of themselves and the  
3 proposed Plaintiff Class, prays for judgment and the following specific relief against  
4 Defendant(s), and each of them, jointly and separately, as follows:

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

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

11          3.       That the Court declare, adjudge, and decree that Defendants violated the overtime  
12 provisions of the California Labor Code and the applicable California Industrial Welfare  
13 Commission Wage Order as to Plaintiff;

14          4.       That the Court declare, adjudge, and decree that Defendants willfully violated  
15 their legal duties to pay overtime under the California Labor Code and the applicable California  
16 Industrial Welfare Commission Wage Orders;

17          5.       That the Court declare, adjudge, and decree that Plaintiff was, at all times relevant  
18 hereto, and is still, entitled to be paid overtime for work beyond 8 hours in a day and 40 hours in  
19 a week;

20          6.       That the Court make an award to Plaintiff of damages and/or restitution for the  
21 amount of unpaid overtime compensation, including interest thereon, and penalties in an amount  
22 to be proven at trial;

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

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

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1 9. That the Court Order Defendant to pay restitution to the Representative Plaintiff  
2 and the Class Members due to Defendant's unlawful activities, pursuant to California Business  
3 and Professions Code §§ 17200-17208;

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

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

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

10 13. For reasonable attorneys' fees, pursuant to California Code of Civil Procedure §  
11 1021.5; and

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

14  
15 **JURY DEMAND**

16 Representative Plaintiffs, on behalf of themselves and the Plaintiff Class, hereby demand  
17 a trial by jury.

18

19 Dated: November 30, 2018

**SCOTT COLE & ASSOCIATES, APC**

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By: 

Andrew Daniel Weaver, Esq.  
Attorneys for Representative Plaintiff  
and the Plaintiff Class

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