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ENDORSED
FILED
ALAMEDA COUNTY

MAR 23 2006

CLERK OF THE SUPERIOR COURT
By MARGARET J. DOWNIE
Deputy

6 Attorneys for Representative Plaintiff
7 and the Plaintiff Class

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

11 KEITH HANSBURY, individually, and
12 on behalf of all others similarly situated,

13 Plaintiffs,

14 vs.

15 KING SECURITY SERVICES, INC.
16 and DOES 1 through 100, inclusive,

17 Defendants.

Case No.: **RG 06261636**

CLASS ACTION

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

Demand for Jury Trial

18
19 Representative Plaintiff alleges as follows:

20
21 **PRELIMINARY STATEMENT**

22 1. This is a class action, under Code of Civil Procedure § 382, seeking unpaid wages,
23 including meal and rest period compensation, waiting time penalties, underpayment penalties, return
24 of improper "deposits" and wage deductions, expense reimbursement, injunctive and other equitable
25 relief and reasonable attorneys' fees and costs, under, *inter alia*, Industrial Welfare Commission
26 Wage Orders, Title 8 of the California Code of Regulations, California Code of Civil Procedure §§
27 382 and 1021.5, Labor Code §§ 201-203, 221, 226, 226.7, 510, 512, 558, 1174, 1194, 1198 and
28 2802. The Representative Plaintiff brings this action, on behalf of himself and all other persons

1 similarly situated (hereinafter referred to as the “Class Members” and/or the “Plaintiff Class”), who
2 are or have been employed by defendant KING SECURITY SERVICES, INC. and Does 1 through
3 100, inclusive (collectively “KING” and/or “Defendant[s]”) in any non-exempt building security
4 guard position within the State of California, at any time between March 24, 2002 and the present,
5 whom KING denied compensation for meal and rest periods, subjected to unlawful withholdings
6 from wages and/or failed to reimburse for business expenses. The Representative Plaintiff, on behalf
7 of himself and the Class Members, also seeks penalties pursuant to California Labor Code §§ 2698
8 and 2699 (the Labor Code Private Attorneys General Act of 2004), and injunctive relief and
9 restitution of all benefits KING has enjoyed from its unfair, unlawful and/or fraudulent business
10 practices under Business and Professions Code §§ 17200-17208.

11 2. The “Class Period” is designated as the time from March 24, 2002 through the trial
12 date and is based upon the allegation that KING’s violations of California’s wage and hour laws, as
13 described more fully below, have been ongoing since at least that time. During the Class Period,
14 KING has had a consistent policy of (1) unlawfully denying the Representative Plaintiff and the
15 Class Members statutorily-mandated meal and rest periods; (2) willfully failing to pay compensation
16 owing to the Representative Plaintiff and/or those Class Members whose employment with KING
17 terminated in a prompt and timely manner; (3) willfully failing to provide Plaintiff and the Class
18 Members with accurate semimonthly itemized statements of the total number of hours each of them
19 worked, the applicable deductions and the applicable hourly rates in effect during the pay period; (4)
20 unlawfully requiring Plaintiff and the Plaintiff Class to pay a “uniform deposit” of at least \$100 and
21 deducting that amount from earned wages and (5) unlawfully failing to reimburse Plaintiff and the
22 Class Members for business costs relating to maintenance, dry cleaning and/or replacement of
23 uniforms damaged by normal wear and tear.

24 25 INTRODUCTION

26 3. The Representative Plaintiff is informed and believes, and based thereon alleges, that
27 within the Class Period, defendant KING has contracted with numerous third-party entities for the
28 placement of KING’s non-exempt building security guards at said third-party entities’ facilities, all

1 within the State of California. In so doing, KING has employed hundreds of individuals in non-
2 exempt positions in recent years alone to work at facilities/locations within the State of California.

3 4. Despite actual knowledge of these facts and California's legal mandates, KING has
4 enjoyed an advantage over its competition and a resultant disadvantage to its workers by electing not
5 to provide its security guards with statutorily-mandated meal and rest periods and/or pay all
6 compensation to which they are resultantly entitled, provide accurate and complete semimonthly
7 itemized statements, return all "uniform deposits" to them upon termination, or reimburse them for
8 time and expenses incurred for business purposes.

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

12 6. Despite KING's knowledge of the Plaintiff Class' entitlement to meal and/or rest
13 periods for all applicable work periods and reimbursement for business expenses, KING failed to
14 provide same to members of the Plaintiff Class, in violation of the California Labor Code, Industrial
15 Welfare Commission Wage Orders and Title 8 of the California Code of Regulations. This action
16 is brought to redress and end this long-time pattern of unlawful conduct.

17
18 **JURISDICTION AND VENUE**

19 7. This Court has jurisdiction over the Representative Plaintiff's and Class Members'
20 claims for unpaid wages, expenses and/or penalties under, *inter alia*, Industrial Welfare Commission
21 Wage Orders and Title 8 of the California Code of Regulations, Labor Code §§ 201-203, 218, 221,
22 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194 and 2802 and Code of Civil Procedure § 1021.5, and
23 for penalties pursuant to Labor Code §§ 2698 and 2699 (the Labor Code Private Attorneys General
24 Act of 2004).

25 8. This Court has further jurisdiction over the Representative Plaintiff's and Class
26 Members' claims for injunctive relief, and restitution of ill-gotten benefits arising from defendant
27 KING's unfair, unlawful and/or fraudulent business practices under Business & Professions Code
28 §§ 17203 and 17204.

1 shifts exceeding five hours, without being afforded an uninterrupted, unrestricted meal period of not
2 less than thirty (30) minutes; (3) were not provided with accurate semimonthly itemized statements;
3 (4) had monies withheld from their uniform deposits for KING's business costs on termination; (5)
4 were required to pay for maintenance of their KING uniform out of pocket.

5 14. At all times herein relevant, the Representative Plaintiff was and now is a person
6 within the class of persons further described and defined herein.

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

10
11 **DEFENDANTS**

12 16. At all times herein relevant, defendant KING SECURITY SERVICES, INC. was a
13 business entity, duly licensed, located and doing business in, but not limited to, the County of
14 Alameda, in the State of California.

15 17. The Representative Plaintiff is informed and believes and, based thereon, alleges that
16 defendant KING directly or indirectly employs and, since March 24, 2002, has employed and/or
17 exercised control over the wages, hours and/or working conditions of the Representative Plaintiff
18 and Class Members within various California counties, including, but not necessarily limited to,
19 Alameda County.

20 18. Those defendants identified as Does 1 through 100, inclusive, are and were, at all
21 relevant times herein-mentioned, officers, directors, partners, and/or managing agents of some/each
22 of the remaining defendants. The Representative Plaintiff is informed and believes and, on that basis
23 alleges that, at all relevant times herein mentioned, each of the defendants identified as Does 1
24 through 100, inclusive, employed and/or exercised control over the wages, hours and/or working
25 conditions of the Representative Plaintiff and Class Members at various California locations, as
26 identified in the preceding paragraph.

27 19. The Representative Plaintiff is unaware of the true names and capacities of those
28 defendants sued herein as Does 1 through 100, inclusive and, therefore, sue these defendants by such

1 fictitious names. The Representative Plaintiff will seek leave of Court to amend this Complaint
2 when same are ascertained. The Representative Plaintiff is informed and believes and, on that basis,
3 alleges that each of the fictitiously-named defendants is responsible in some manner for, gave
4 consent to, ratified and/or authorized the conduct herein alleged and that the Representative
5 Plaintiff's and Class Members' damages, as herein alleged, were proximately caused thereby.

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

10 21. There is no preemption of the claims brought in this Complaint because these claims
11 are based upon State law. There is no dispute over the terms of any collective bargaining agreement
12 ("CBA") and there is no need to interpret the terms of any CBA.

13 CLASS ACTION ALLEGATIONS

14 22. The Representative Plaintiff brings this action on behalf of himself and as a class
15 action on behalf of the following Plaintiff Class:

16 All persons who are/were employed by KING SECURITY
17 SERVICES, INC. as non-exempt building security guards within the
18 State of California at any time between March 24, 2002 and the
19 present.

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

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

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

27 i. whether defendant KING violated Labor Code §§ 226.7 and/or 512
28 by failing to consistently provide meal and rest periods to its
employees.

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- ii. whether defendant KING violated Labor Code § 1174 by failing to keep accurate records of employees' hours of work.
 - iii. whether defendant KING violated Labor Code §§ 201-203 by failing to pay all overtime wages due and owing at the time that Class Members' employment with Defendant terminated.
 - iv. whether defendant KING violated Labor Code § 226 by failing to provide accurate semimonthly itemized statements to Class Members of total hours worked by each and all applicable hourly rates in effect during the pay period.
 - v. whether Representative Plaintiff and the Class Members are entitled to "waiting time" penalties/wages pursuant to Labor Code § 203.
 - vi. whether defendant KING violated Labor Code § 221 by unlawfully deducting amounts from the Representative Plaintiff's and the Class Members' wages.
 - vii. whether Representative Plaintiff is entitled to underpayment penalties pursuant to Labor Code § 558.
 - viii. whether defendant KING violated Labor Code § 2802 by failing to indemnify the Representative Plaintiff and the Class Members for expenses and losses incurred in discharging their duties.
 - ix. whether Plaintiff and the Class Members are entitled to seek recovery of penalties for the California Labor Code and Wage Order violations alleged herein, pursuant to Labor Code §§ 2698 and 2699 and, if so, for what time period.
 - x. whether defendant KING violated Business and Professions Code §§ 17200 et seq. by engaging in unfair, unlawful and/or fraudulent business practices.
- b. Typicality: The Representative Plaintiff's claims are typical of the claims of the Plaintiff Class. The Representative Plaintiff and all members of the Plaintiff Class sustained damages arising out of and caused by defendant KING's common course of conduct in violation of law, as alleged herein.
- c. Numerosity: A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Plaintiff Class are so numerous that joinder of all members is impractical, if not impossible, insofar as the Representative Plaintiff is informed and believes and, on that basis, alleges that the total number of Class Members is, at least, in the hundreds of individuals. Membership in the Class will be determined upon analysis of employee and payroll, among other, records maintained by KING.
- 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 impractical for members of the Plaintiff 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 Plaintiff Class,

1 the resulting multiplicity of lawsuits would cause undue hardship and
2 expense for the Court and the litigants. The prosecution of separate actions
3 would also create a risk of inconsistent rulings, which might be dispositive
4 of the interests of other Class Members who are not parties to the
5 adjudications and/or may substantially impede their ability to adequately
6 protect their interests.

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

11 COMMON FACTUAL ALLEGATIONS

12 25. As described herein, KING has, for years, knowingly failed to provide those security
13 guards within the class definition with net ten minute rest periods for work shifts exceeding four
14 hours or a major fraction thereof (and at least three and one-half hours), has failed to provide
15 uninterrupted, unrestricted meal periods of not less than thirty minutes for work shifts exceeding five
16 hours, has unlawfully deducted amounts from Class Members' pay, has wrongfully required Class
17 Members to pay for business expenses without reimbursing them, has failed to comply with record-
18 keeping requirements and has otherwise violated California wage and hour law as alleged herein,
19 thereby enjoying a significant competitive edge over other corporations within its industry. Even
20 upon termination or resignation of the employment of numerous Class Members, KING has declined
21 to compensate these employees therefor, in violation of California Labor Code §§ 201 and/or 202.

22 26. KING also failed to provide Representative Plaintiff and Class Members with
23 accurate semimonthly itemized statements of the total number of hours worked by each and all
24 applicable hourly rates in effect during the pay period in violation of California Labor Code § 226
25 and failed to pay all wages due in violation of Labor Code §§ 500-558. In so doing, KING has not
26 only failed to pay its workers the full amount of compensation due, it has, until now, effectively
27 shielded itself from its employees' scrutiny for its unlawful conduct by concealing the magnitude
28 (the full number of hours worked) and financial impact of its wrongdoing.

1 27. California Labor Code §§ 201 and 202 require defendant KING to pay its employees
2 all wages due immediately upon discharge. California Labor Code § 203 provides that, if an
3 employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay
4 the subject employees' wages until the back wages are paid in full or an action is commenced, up
5 to 30 days of wages.

6 28. Representative Plaintiff and all persons similarly situated are entitled to unpaid
7 compensation, yet, to date, have not received such compensation.

8 29. More than 30 days have passed since certain class members have left defendant
9 KING's employ.

10 30. As a consequence of defendant KING's willful conduct in not paying compensation
11 for all hours worked, certain class members are entitled to 30 days wages as penalty under Labor
12 Code section 203, together with interest thereon and attorneys' fees and costs.

13 31. As a direct and proximate result of KING's unlawful conduct, as set forth herein,
14 Representative Plaintiff and the Class Members have sustained damages, as described above,
15 including loss of earnings for uncompensated hours of overtime worked on behalf of Defendants,
16 in an amount to be established at trial. As a further direct and proximate result of Defendant's
17 unlawful conduct, as set forth herein, many Class Members herein are entitled to recover "waiting
18 time" penalties/wages (pursuant to California Labor Code § 203), and Representative Plaintiff and
19 the Class Members are entitled to recover penalties for failure to provide accurate semimonthly
20 statements (pursuant to Labor Code § 226) and underpayment penalties (pursuant to Labor Code §
21 558), in an amount to be established at trial. As a further and proximate result of Defendant's
22 unlawful conduct, Plaintiff and the Plaintiff Class are entitled to recover all sums wrongfully
23 deducted from their pay and/or unreimbursed business expenses pursuant to Labor Code §§ 221 and
24 2802, as well as applicable Wage Orders. As a further direct and proximate result of Defendant's
25 unlawful conduct, as set forth herein, Representative Plaintiff and the Plaintiff Class are also entitled
26 to recover costs and attorneys' fees and restitution of ill-gotten gains, pursuant to statute.

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28 ///

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

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

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

34. California Labor Code § 226.7 provides:

(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.

35. Moreover, California Labor Code § 512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period 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.

36. By failing to consistently provide uninterrupted and unrestricted meal periods and to provide uninterrupted rest periods to its non-exempt security guards, Defendant violated California Labor Code §§ 226.7 and/or 512.

37. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, the Representative Plaintiff and the Class Members have sustained damages, including loss of compensation/wages, in an amount to be established at trial. As a further direct and proximate result of Defendant's unlawful conduct, as set forth herein, the Representative Plaintiff and the Class Members are entitled to recover various penalties, in an amount to be established at trial, as well as

1 costs and attorneys' fees, pursuant to statute.

2
3 **SECOND CAUSE OF ACTION**
4 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
5 **(California Labor Code §§ 226, 1174)**

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

8 39. California Labor Code § 226(a) provides:

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

21 40. The IWC Wage Orders also establish this requirement in § 7(B) thereof (8 Cal. Code
22 Regs. § 11010 et. seq.).

23 41. Moreover, California Labor Code § 226(e) provides:

24 An employee suffering injury as a result of a knowing and intentional
25 failure by an employer to comply with subdivision (a) is entitled to
26 recover the greater of all actual damages or fifty dollars (\$50) for the
27 initial pay period in which a violation occurs and one hundred dollars
28 (\$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.

29 42. Finally, California Labor Code § 1174 provides:

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

36 43. Representative Plaintiff seeks to recover actual damages, costs and attorneys' fees
37 under this section on behalf of himself and the Class Members.
38

1 44. Defendant KING failed to provide timely, accurate itemized wage statements to
2 Representative Plaintiff and the Class Members in accordance with Labor Code § 226(a) and the
3 IWC Wage Orders. None of the statements provided by Defendant has accurately reflected actual
4 gross wages earned, net wages earned, or the appropriate deductions of such Class Members.

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

8
9 **THIRD CAUSE OF ACTION**
10 **UNLAWFUL DEDUCTIONS FROM WAGES**
11 **(California Labor Code §§ 221, IWC Wage Orders)**

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

14 47. California Labor Code § 221 provides:

15 It shall be unlawful for any employer to collect or receive from an
16 employee any part of wages theretofore paid by said employer to said
17 employee.

18 48. With respect to uniforms and equipment, Section 9 of the applicable Wage Orders
19 mandates the following:

20 (A) When uniforms are required by the employer to be worn by the
21 employee as a condition of employment, such uniforms shall be
22 provided and maintained by the employer (B) When tools or
23 equipment are required by the employer or are necessary to the
24 performance of a job, such tools and equipment shall be provided and
25 maintained by the employer (C) A reasonable deposit may be
26 required as security for the return of the items furnished by the
27 employer ... no deduction shall be made for normal wear and tear ...
28 (8 Cal. Code Regs. § 11010 et. seq.)

49. Defendant KING unlawfully deducted monies from the Representative Plaintiff's and
the Class Members' earned wages, using such deductions for impermissible purposes, including but
not limited to "uniform deposits," violation of Labor Code § 221 and the above-referenced Wage
Order provisions.

50. The unlawful wage deductions made by KING directly benefitted KING, not the
Representative Plaintiff or the Class Members.

1 51. As a direct and proximate result of Defendant's unlawful conduct, as set forth
2 herein, the Representative Plaintiff and the Class Members are entitled to recover damages and
3 penalties, in amounts to be established at trial, as well as costs and attorneys' fees, pursuant to
4 statute.

5
6 **FOURTH CAUSE OF ACTION**
7 **FAILURE TO INDEMNIFY/REIMBURSE CLASS MEMBERS**
8 **(California Labor Code § 2802)**

9 52. 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 53. California Labor Code § 2802 provides, in pertinent part, that:

12 (a) An employer shall indemnify his or her employee for all necessary
13 expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties, or of his or her
15 obedience to the directives of the employer (c) ... the term
16 'necessary expenditures and losses' shall include all reasonable costs,
17 including, but not limited to, attorney's fees incurred by the employee
18 in enforcing the rights granted by this section.

19 54. Defendant KING violated Labor Code § 2802 by willfully failing to indemnify the
20 Representative Plaintiff and the Class Members for reimbursable business expenses, including but
21 not limited to, uniform maintenance and dry cleaning expenses.

22 55. As a direct and proximate result of Defendant's unlawful conduct, as set forth
23 herein, the Representative Plaintiff and the Class Members are entitled to recover damages and
24 penalties, in an amount to be established at trial, as well as costs and attorneys' fees, pursuant to
25 statute.

26 **FIFTH CAUSE OF ACTION**
27 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
28 **(California Business & Professions Code §§ 17200-17208)**

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

57. Representative Plaintiff further brings this cause of action on behalf of the general
public, seeking equitable and statutory relief to stop the misconduct of Defendant, as complained of

1 herein, and to compel the payment of restitution by Defendant as a result of the unfair, unlawful
2 and/or fraudulent business practices described herein.

3 58. The knowing conduct of Defendant, as alleged herein, constitutes an unlawful and/or
4 fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-17208.
5 Specifically, Defendant conducted business activities while failing to comply with the legal mandates
6 cited herein.

7 59. Defendant's knowing failure to adopt policies in accordance with and/or in adherence
8 to these laws, all of which are binding upon and burdensome to Defendant's competitors, engenders
9 an unfair competitive advantage for Defendant, thereby constituting an unfair business practice, as
10 set forth in California Business & Professions Code §§ 17200-17208.

11 60. Defendant KING has clearly established a policy of accepting a certain amount of
12 collateral damage, as represented by the damages to the Representative Plaintiff and the Plaintiff
13 Class herein alleged, as incidental to its business operations, rather than accept the alternative costs
14 of full compliance with fair, lawful and honest business practices ordinarily borne by responsible
15 competitors of Defendant and as set forth in legislation and the judicial record.

16 61. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,
17 Defendant has been unjustly enriched in an amount equaling or exceeding the amount of damages,
18 penalties, interest, fees and costs payable to the Representative Plaintiff and the Plaintiff Class
19 herein. Representative Plaintiff and Class Members are entitled to restitution of all of Defendant's
20 ill-gotten gains, according to proof, and to injunctive relief to halt Defendant's unfair, unlawful
21 and/or fraudulent business practices.

22
23 **RELIEF SOUGHT**

24 **WHEREFORE, the Representative Plaintiff, on behalf of himself and the proposed**
25 **Plaintiff Class, prays for judgment and the following specific relief against Defendants, and each**
26 **of them, jointly and separately, as follows:**

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

1 2. That Defendants are found to have violated Labor Code § 512 for willful failure to
2 provide meal periods;

3 3. That Defendants are found to have violated Labor Code § 226.7 for willful failure to
4 provide rest periods;

5 4. That Defendants are found to have violated California Labor Code §§ 201 and 202
6 for willful failure to pay all compensation owed at the time of termination or within 72 hours of
7 resignation of employment to particular Class Members;

8 5. That Defendants are found to have violated the record keeping provisions of Labor
9 Code §§ 226(a) and 1174(d) and section 7 of the Wage Orders as to Representative Plaintiff and the
10 Class and for willful failure to provide accurate semimonthly itemized statements thereto;

11 6. That Defendants are found to have violated Labor Code §§ 500-558 for underpayment
12 of wages to the Representative Plaintiff and the Class Members;

13 7. That Defendants are found to have violated Labor Code § 221 and IWC Wage Orders
14 for unlawfully deducting amounts from the Representative Plaintiff's and the Class Members' wages
15 for impermissible purposes;

16 8. That Defendants are found to have violated Labor Code § 2802 for failing to
17 indemnify/remburse the Representative Plaintiff and the Class Members for expenses and losses
18 necessarily incurred in performing their work duties;

19 9. That Defendants are found to have violated Business & Professions Code § 17200
20 by failing to pay the Representative Plaintiff and Class Members all compensation for meal and/or
21 rest periods denied, and by failing to pay "waiting time" penalties to particular Class Members;

22 10. That the Court make an award to the Representative Plaintiff and the Plaintiff Class
23 of damages in the amount of unpaid compensation, unlawful deductions, unreimbursed
24 expenses/losses, including interest thereon, and penalties, in an amount to be proven at trial;

25 11. That the Court make an award of penalties to Representative Plaintiff and Class
26 Members as authorized by Labor Code §§ 2698 and 2699 (the Labor Code Private Attorneys General
27 Act of 2004).

28 ///

