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CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

SEP 28 2009

John A. Clarke, Executive Officer/Clerk
By Dorothy Swain Deputy
DOROTHY SWAIN

11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 DONALD SCHWEINSBURG,
14 individually, and on behalf of all others
15 similarly situated,

16 Plaintiffs,

17 vs.

18 PARAGON SYSTEMS, INC., dba
19 PARASYS, INC., and DOES 1 through
20 100, inclusive,

21 Defendants.

Case No.:

BC422721

CLASS ACTION

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

DEMAND FOR JURY TRIAL

BY FAX

22 Representative Plaintiff Donald Schweinsburg alleges as follows:

23 **PRELIMINARY STATEMENT**

24 1. This is a class action seeking unpaid wages, including meal and rest period
25 compensation, injunctive and other equitable relief, and reasonable attorneys' fees and costs, under,
26 *inter alia*, Industrial Welfare Commission Wage Order No. 4, California Labor Code §§ 200-204,
27 inclusive, 226, 226.7, 510, 512, 1174, 1194, 1197 and 1198, and Business & Professions Code §
28 17200, *et seq.* Representative plaintiff Donald Schweinsburg ("Schweinsburg" and/or
"Representative Plaintiff") brings this action on behalf of himself and all other persons similarly
situated (hereinafter referred to as the "Class Members" and/or the "Plaintiff Class") who are or have

1 | been employed by defendant Paragon Systems, Inc., dba Parasys, Inc. and/or Does 1 through 100,
2 | inclusive (collectively "Paragon" and/or "Defendant"), in any non-exempt security guard position(s)
3 | within the State of California, at any time between September 28, 2005 and the present.
4 | Representative Plaintiff, on behalf of himself and the Class Members, also seeks injunctive relief and
5 | restitution of all benefits Paragon has enjoyed from its unfair, unlawful, and/or fraudulent business
6 | practices under Business and Professions Code §§ 17200-17208.

7 | 2. The "Class Period" is designated as the time from September 28, 2005 through the
8 | trial date and is based upon the allegation that Defendant's violations of California's wage and hour
9 | laws, as described more fully below, have been ongoing during that time. During the Class Period,
10 | Paragon has had a consistent policy of (1) unlawfully denying Representative Plaintiff and the Class
11 | Members statutorily-mandated meal and rest periods, (2) willfully failing to pay compensation owed
12 | to the Representative Plaintiff and Class Members in a timely manner, including compensation owed
13 | to Class Members whose employment with Paragon has been terminated, and (3) willfully failing
14 | to provide Plaintiff and the Class Members with accurate semimonthly itemized wage statements.

15 | INTRODUCTION

17 | 3. The Representative Plaintiff is informed and believes and, based thereon, alleges that,
18 | within the Class Period, defendant Paragon has held contracts with various clients, including the
19 | United States Government, for the placement of Defendant's non-exempt security guards at facilities
20 | within the State of California. In so doing, Paragon has employed hundreds of individuals in non-
21 | exempt security guard positions in recent years alone to work at locations within the State of
22 | California.

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

28 | ///

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

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

9
10 **JURISDICTION AND VENUE**

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

15 8. 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, unlawful and/or fraudulent business practices under Business & Professions Code § 17200,
18 *et seq.*

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

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PLAINTIFFS

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

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

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

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

14. As used throughout this Complaint, the terms "Class Members" and/or the "Plaintiff Class" refer to the named plaintiff herein as well as each and every person eligible for membership in the Plaintiff Class, as further described and defined below.

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

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

DEFENDANTS

17. At all times relevant herein, defendant Paragon Systems, Inc., dba Parasys, Inc., was and is a business entity, duly licensed, located and doing business in, but not limited to, the County of Los Angeles, in the State of California.

18. Representative Plaintiff is informed and believes and, based thereon, alleges that defendant Paragon directly or indirectly employs and, since September 28, 2005, has employed and/or exercised control over the wages, hours and/or working conditions of Representative Plaintiff

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

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

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

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

21
22 **CLASS ACTION ALLEGATIONS**

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

25 All persons who were employed by Paragon Systems, Inc., dba
26 Parasys, Inc., in any non-exempt security guard positions within the
State of California, at any time between September 28, 2005 and the
present.

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1 23. Defendant, its officers and directors, are excluded from the Plaintiff Class.

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

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

9 i. whether Paragon violated Labor Code §§ 201-204 by failing to pay all
10 wages due and owed at the time that Class Members' employment
11 with Defendant terminated;

12 ii. whether the Representative Plaintiff and Class Members are entitled
13 to "waiting time" penalties, pursuant to Labor Code §§ 203 and/or
14 204;

15 iii. whether Paragon violated Labor Code § 226 by failing to provide
16 accurate semimonthly itemized wage statements to Class Members of
17 the total hours worked by each and all applicable hourly rates in effect
18 during each relevant pay period;

19 iv. whether Paragon violated Labor Code § 226.7 by failing to
20 consistently provide duty free rest periods to its employees;

21 v. whether Paragon violated Labor Code § 512 by failing to consistently
22 provide meal periods to its employees;

23 vi. whether Paragon violated Labor Code § 1174 by failing to keep
24 accurate records of employees' hours of work;

25 vii. whether Paragon violated Labor Code § 1197 by failing to
26 compensate the Representative Plaintiff and the Plaintiff Class for all
27 hours worked at the applicable minimum wage;

28 viii. whether Paragon 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. Representative Plaintiff and all members of the Plaintiff
Class sustained damages arising out of and caused by Defendant'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 and, possibly, thousands of individuals. Membership in the Class

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will be determined by and upon analysis of employee and payroll records, among other records maintained by Paragon.

d. Adequacy of Representation: The Representative Plaintiff in this class action is an adequate representative of the Plaintiff Class, in that the Representative Plaintiff's claims are typical of those of the Plaintiff Class and the Representative Plaintiff has the same interests in the litigation of this case as the Class Members. The Representative Plaintiff is committed to vigorous prosecution of this case and has retained competent counsel, experienced in conducting litigation of this nature. The Representative Plaintiff is not subject to any individual defenses unique from those conceivably applicable to the Plaintiff Class as a whole. The Representative Plaintiff anticipates 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 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, 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.

COMMON FACTUAL ALLEGATIONS

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

26. Even upon termination or resignation of the employment of various Class Members, Paragon has declined to fully compensate these employees, in violation of Labor Code §§ 201-203. More than thirty days has passed since certain Class Members have left Defendant's employ.

27. Paragon also failed to provide Representative Plaintiff and the Class Members with accurate semimonthly itemized wage statements of the total number of hours worked by each and all applicable hourly rates in effect during each relevant pay period, in violation of California Labor Code § 226. In so doing, Paragon has not only failed to pay its workers the full amount of compensation due, it has, until now, effectively shielded itself from its employees' scrutiny for its

1 unlawful conduct by concealing the magnitude (e.g., the full number of hours worked) and financial
2 impact of its wrongdoing.

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

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

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

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

21 31. California Labor Code § 226.7 provides:

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

24 (b) If an employer fails to provide an employee a meal period or
25 rest period in accordance with an applicable order of the Industrial
26 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.

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1 32. California Labor Code § 512 provides:

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

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

16 34. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,
17 Representative Plaintiff and the Class Members have sustained damages, including loss of
18 compensation/wages, in an amount to be established at trial. As a further direct and proximate result
19 of Defendant's unlawful conduct, as set forth herein, the Representative Plaintiff and the Class
20 Members are entitled to recover various penalties, in an amount to be established at trial, as well as
21 costs and attorneys' fees, pursuant to statute.

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

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

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

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

1 (7) the name and address of the legal entity which is the employer.

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

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

5 An employee suffering injury as a result of a knowing and intentional
6 failure by an employer to comply with subdivision (a) is entitled to
7 recover the greater of all actual damages or fifty dollars (\$50) for the
8 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.

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

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

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

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

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

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

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

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

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

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

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

17
18 46. California Labor Code § 510 provides, in part:

19 Any work in excess of eight hours in one workday and any work in
20 excess of 40 hours in any one workweek and the first eight hours
21 worked on the seventh day or work in any one workweek shall be
22 compensated at the rate of no less than one and one-half times the
23 regular rate of pay for an employee....

24 47. California Labor Code § 1198 provides:

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

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

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

50. As a direct and proximate result of Defendant's willful conduct in failing to pay said
Class Members for all hours worked, Representative Plaintiff and certain Class Members are entitled

1 to recover penalties of thirty days' wages, pursuant to California Labor Code § 203, in an amount
2 to be established at trial, together with attorneys' fees and costs.

3 51. During the Class Period, Representative Plaintiff and Class Members were employed
4 by and did perform work for Paragon, often times in excess of eight hours in a workday and/or forty
5 hours in a workweek. The precise number of hours will be proven at trial.

6 52. During said time period, Defendant refused and/or failed to compensate
7 Representative Plaintiff and the Class Members for some and/or all of wages earned, in violation of
8 the California Labor Code and the applicable IWC Wage Order.

9 53. By refusing to compensate Representative Plaintiff and the Class Members for all
10 wages earned, Defendant violated those California Labor Code and the applicable IWC Wage Order
11 provisions, cited herein.

12 54. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,
13 Representative Plaintiff and the Class Members have sustained damages, including loss of earnings
14 for hours of overtime worked on behalf of Defendant, in an amount to be established at trial.

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16 **FOURTH CAUSE OF ACTION**
17 **UNFAIR BUSINESS PRACTICES UNDER THE UNFAIR COMPETITION ACT**
(California Business & Professions Code §§ 17200-17208)

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

20 56. Representative Plaintiff further brings this cause of action under California's Unfair
21 Competition Law, seeking equitable and statutory relief to stop the misconduct of Defendant, as
22 complained of herein, and to compel the payment of restitution by Defendant as a result of the unfair,
23 unlawful, and/or fraudulent business practices described herein.

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

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1 58. Defendant's knowing failure to adopt policies in accordance with and/or adhere to
2 these laws, all of which are binding upon and burdensome to Defendant's competitors, provides
3 Defendant with an unfair competitive advantage, thereby constituting an unfair business practice,
4 as set forth in California Business & Professions Code §§ 17200-17208.

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

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

16 RELIEF SOUGHT

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

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

22 b. That Defendant is found to have violated provisions of the Labor Code as to the
23 Representative Plaintiff and the Plaintiff Class;

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

27 d. That Defendant is found to have violated California Labor Code §§ 201, 203, 204 510
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1 and 1198 for willful failure to pay all compensation owed including that which is owed at the time
2 of termination or within 72 hours of resignation of employment to particular Class Members;

3 e. That Defendant is found to have violated the record keeping provisions of Labor Code
4 §§ 226(a) and 1174(d) and § 7 of the applicable Wage Order as to the Representative Plaintiff and
5 Class Members and for willful failure to provide accurate semimonthly itemized wage statements
6 thereto;

7 f. That Defendant is found to have violated California Labor Code § 1197 for failure
8 to pay the applicable minimum wage to the Class Members;

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

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

16 i. That Defendant be ordered and enjoined to pay restitution to the Representative
17 Plaintiff and the Class Members due to Defendant's unlawful activities, pursuant to Business &
18 Professions Code §§ 17200-08, *et seq.*;

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

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

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

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

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

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1 Dated: September 28, 2009

2 **SCOTT COLE & ASSOCIATES, APC**

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4 By:



5 Kevin R. Allen, Esq.
6 Attorneys for the Representative Plaintiff
7 and the Plaintiff Class
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