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U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
⑧ NP 1

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11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

BZ

13 CV 09 3983

Case No:

14 DUANE WATERS and DEBRA)
15 TURNER, on behalf of themselves, all)
16 others similarly situated and the general)
17 public,)

17 Plaintiffs,)

18 vs.)

19 AT&T SERVICES, INC. (formerly SBC)
20 Services, Inc.) and DOES 1 through 10;)

21 Defendants.)
22)
23)
24)
25)
26)
27)
28)

CLASS ACTION COMPLAINT
FOR DAMAGES AND
INJUNCTIVE RELIEF

1. FAILURE TO PAY
OVERTIME COMPENSATION
(CAL. LABOR CODE § 1194 and
THE F.L.S.A.)

2. FAILURE TO PROVIDE
MEAL AND REST PERIODS
(CAL. LABOR CODE § 226.7)

3. FAILURE TO PROVIDE
ACCURATE ITEMIZED
STATEMENTS (CAL. LABOR
CODE § 226)

FAXED

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-) **4. WAITING TIME PENALTIES**
-) **(CAL. LABOR. CODE § 203**
-)
-) **5. CONVERSION (CAL. CIVIL**
-) **CODE § 3336, § 3294)**
-)
-) **6. UNFAIR BUSINESS**
-) **PRACTICES (CALIFORNIA**
-) **BUSINESS AND**
-) **PROFESSIONS CODE § 17200**
-) **ET SEQ.)**
-)
-) **DEMAND FOR JURY TRIAL**

PLAINTIFFS DUANE WATERS and DEBRA TURNER (“PLAINTIFFS”), as individuals, and on behalf of themselves, all others similarly situated, and the general public, complains and alleges on information and belief the following against AT&T SERVICES, INC. (formerly SBC Services, Inc.); and Does 1 through 10 (collectively “DEFENDANTS”).

INTRODUCTION

1. This case arises out of DEFENDANTS' failure to pay overtime compensation and failure to provide rest and meal periods to certain California Information-Technology (IT) employees of Defendant AT&T Services, Inc., (formerly SBC Services, Inc.), and Does 1 through 10 (collectively referred to as "DEFENDANTS"). These IT employees primarily performed non-exempt functions for the DEFENDANTS and were not paid overtime compensation during the Class Period, which is defined as four years prior to the date of the filing of this complaint, through the date of trial.

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1 **JURISDICTION AND VENUE**

2 2. This Court has jurisdiction over Plaintiffs' claims pursuant to the
3 Class Action Fairness Act of 2005, which amended 28 U.S.C. § 1332, because (a)
4 one or more Defendants are not a citizen of this state, but do conduct business in
5 good standing within the State of California on a regular basis; (b) Plaintiffs are
6 citizens of California; (c) the proposed class members number at least 100; and (d)
7 the amount in controversy exceeds \$5,000,000.00, exclusive of interest and costs.
8

9 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391 (b) in
10 that the unlawful actions challenged herein occurred in the Northern District.
11

12 **PARTIES**

13 4. PLAINTIFFS DUANE WATERS AND DEBRA TURNER
14 ("PLAINTIFFS") at all relevant times were non- exempt employees of
15 DEFENDANTS. PLAINTIFFS' job duties consisted primarily of providing
16 computer support, trouble-shooting, and technical services to DEFENDANTS.
17 PLAINTIFFS performed all obligations as required during employment.
18

19 5. PLAINTIFF DUANE WATERS is, and at all relevant times was, a
20 citizen of the State of California. PLAINTIFF was employed by DEFENDANTS,
21 in San Ramon, California, from approximately 1996 through approximately
22 February 2008 as a Senior Analyst (also known as a Sr. Analyst) .
23

24 6. PLAINTIFF DEBRA TURNER is, and at all relevant times was, a
25 citizen of the State of California. PLAINTIFF was employed by DEFENDANTS,
26 in San Diego, California, as a Senior Analyst (also known as a Sr. Analyst or
27 Senior Analyst-IT Services) from approximately 2004 through May 2006.
28

1 23(b)(3), on behalf of the following class (herein referred to as the "PLAINTIFF
2 CLASS") The class that PLAINTIFFS seek to represent (herein referred to as
3 "PLAINTIFF CLASS") is composed of and defined as follows:

4 The class includes, without limitation, all misclassified employees of
5 DEFENDANTS who at any time within four years of the date of the filing of this
6 complaint performed similar job duties as PLAINTIFFS and held the following
7 job titles: Sr. Analyst, Senior Analyst, Senior IT Analyst, and Senior Analyst-IT
8 Services (and other similar job titles) who did not receive overtime pay to which
9 they were entitled pursuant to the California Labor Code, the California Industrial
10 Welfare Commission's ("IWC") Wage Orders and all other applicable
11 Employment Laws and Regulations.

12
13 11. The members of the class are so numerous that joinder of all members
14 would be unfeasible and not practicable. The membership of the entire class is
15 unknown to PLAINTIFFS at this time; however, it is estimated that the entire class
16 is greater than 100 individuals, but the identity of such membership is readily
17 ascertainable via inspection of the personnel records and other documents
18 maintained by DEFENDANTS.

19
20 12. There are common questions of law and fact as to the class which
21 predominate over questions affecting only individual members including, without,
22 limitation:

23 A. Whether DEFENDANTS denied the PLAINTIFF CLASS
24 overtime pay to which they were entitled pursuant to the California Labor Code,
25 the California Industrial Welfare Commission's ("IWC") Wage Orders, and all
26 other applicable Employment Laws and Regulations.

27 B. Whether DEFENDANTS denied the PLAINTIFF CLASS meal
28 and rest breaks to which they were entitled by law and failed to compensate the

1 PLAINTIFF CLASS for missed meal and rest breaks;

2 C. Whether DEFENDANTS failed to provide PLAINTIFFS and
3 members of the PLAINTIFF CLASS with accurate itemized statements;

4 D. Whether DEFENDANTS engaged in unfair business practices;

5 E. Whether DEFENDANTS acted with, malice, oppression and
6 fraud thereby justifying the award of punitive and exemplary damages.

7 F. Whether DEFENDANTS misclassified some class members as
8 exempt employees and attempted to cover this up by engaging in a scheme to
9 provide them with changing and misleading job titles, even though class members
10 performed essentially similar job duties.

11 G. The effect upon and the extent of damages suffered by the
12 PLAINTIFF CLASS and the appropriate amount of compensation.

13

14 13. The claims of PLAINTIFFS pled as class action claims are typical of
15 the claims of all members of the class as they arise out of the same course of
16 conduct and are predicated on the same violation(s) of the law. PLAINTIFFS, as
17 representative parties, will fairly and adequately protect the interests of the class
18 by vigorously pursuing this suit through their attorneys who are skilled and
19 experienced in handling matters of this type.

20

21 14. The nature of this action and the nature of the laws available to the
22 PLAINTIFF CLASS make use of the class action format a particularly efficient
23 and appropriate procedure to afford relief to the PLAINTIFF CLASS. Further,
24 this case involves a corporate employer and a large number of individual
25 employees possessing claims with common issues of law and fact. If each
26 employee were required to file an individual lawsuit, the corporate defendants
27 would necessarily gain an unconscionable advantage since it would be able to
28 exploit and overwhelm the limited resources of each individual plaintiff with its

1 vastly superior financial and legal resources. Requiring each class member to
2 pursue an individual remedy would also discourage the assertion of lawful claims
3 by employees who would be disinclined to pursue an action against their present
4 and/or former employer for an appreciable and justifiable fear of retaliation and
5 permanent damage to their careers at present and/or subsequent employment.
6 Proof of a common business practice or factual pattern, of which the named
7 plaintiff experienced, is representative of the class mentioned herein and will
8 establish the right of each of the members of the class to recovery on the claims
9 alleged herein.

10

11 15. The prosecution of separate actions by the individual class members,
12 even if possible, would create: (a) a substantial risk of inconvenient or varying
13 verdicts or adjudications with respect to the individual class members against the
14 defendants herein; and/or (b) legal determinations with respect to individual class
15 members which would, as a practical matter, be dispositive of the other class
16 members not parties to the adjudications or which would substantially impair or
17 impede the ability of class members to protect their interests. Further, the claims
18 of the individual members of the class are not sufficiently large to warrant
19 vigorous individual prosecution considering all of the concomitant costs and
20 expenses attending thereto. PLAINTIFFS are also unaware of any difficulties that
21 are likely to be encountered in the management of this action that would preclude
22 its maintenance as a class action.

23

24 **FACTS COMMON TO ALL CAUSES OF ACTION**

25 16. PLAINTIFFS were non-exempt employees of DEFENDANTS.
26 DEFENDANTS routinely required PLAINTIFFS to work more than eight (8)
27 hours per day, twelve (12) hours per day and/or forty (40) hours per week.
28 However, PLAINTIFFS did not receive overtime compensation for the hours she

1 worked in excess of eight (8) hours per day, twelve (12) hours per day and/or forty
2 (40) hours per week.

3

4 17. In addition, PLAINTIFFS were not provided with an uninterrupted,
5 work-free 30-minute meal periods for shifts in excess of five (5) hours and were
6 not compensated for missed meal periods. DEFENDANTS also failed to provide
7 PLAINTIFFS with rest breaks for shifts in excess of four (4) hours throughout her
8 employment with DEFENDANTS.

9

10 18. PLAINTIFF are informed and believe and thereon allege that the
11 PLAINTIFF CLASS was subjected to the same unlawful practices as
12 PLAINTIFFS. Like PLAINTIFFS, DEFENDANTS routinely required members
13 of the PLAINTIFF CLASS to work more than eight (8) hours per day, twelve (12)
14 hours per day, and/or forty (40) hours per week. However, members of the
15 PLAINTIFF CLASS did not receive the overtime wages that they earned.
16 PLAINTIFF is informed and believe and thereon allege that the failure of
17 DEFENDANTS to pay PLAINTIFFS and the PLAINTIFF CLASS for overtime
18 work was willful, purposeful, and unlawful and done in accordance with the
19 policies and practices of DEFENDANTS' operations. In addition, DEFENDANTS
20 failed to provide PLAINTIFFS and members of the PLAINTIFF CLASS with
21 accurate itemized statements as required by Cal. Labor Code § 226.

22

23 19. PLAINTIFFS are further informed and believes and thereon allege
24 that members of the PLAINTIFF CLASS were also not provided with
25 uninterrupted, work-free 30-minute meal periods for shifts in excess of five (5)
26 hours and were not compensated for missed meal periods. PLAINTIFFS are
27 informed and believe and thereon alleges that the failure of DEFENDANTS to
28 provide PLAINTIFFS and the PLAINTIFF CLASS with uninterrupted, work-free

1 30-minute meal periods for shifts in excess of five (5) hours was willful,
2 purposeful, and unlawful and done in accordance with the policies and practices of
3 DEFENDANTS' operations.

4
5 20. In addition, PLAINTIFFS are informed and believe and thereon
6 allege that members of the PLAINTIFF CLASS were also not provided with rest
7 breaks for shifts in excess of four (4) hours. PLAINTIFFS are informed and
8 believe and thereon allege that the failure of DEFENDANTS to provide
9 PLAINTIFFS and the PLAINTIFF CLASS with rest breaks for shifts in excess of
10 four (4) hours was willful, purposeful, and unlawful and done in accordance with
11 the policies and practices of DEFENDANTS' operations.

12
13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME COMPENSATION (CALIFORNIA LABOR**
15 **CODE SECTION 1194 and SECTION 203 OF THE FAIR**
16 **LABOR STANDARDS ACT)**

17 By PLAINTIFFS in their individual capacities and in their capacities as a
18 representatives of all similarly situated members of the PLAINTIFF CLASS
19 against all DEFENDANTS.

20
21 21. PLAINTIFF realleges and incorporates, by reference, as though fully
22 set forth herein, the allegations contained in paragraphs 1 to 19.

23
24 22. DEFENDANTS routinely required PLAINTIFF and members of the
25 PLAINTIFF CLASS to work more than eight (8) hours per day, twelve (12) hours
26 per day, and/or forty (40) hours per week.

1 23. DEFENDANTS failed to fully compensate PLAINTIFF and members
2 of the PLAINTIFF CLASS for all overtime wages they earned.

3
4 24. PLAINTIFFS are informed and believe, and thereon allege that the
5 failure of DEFENDANTS to fully compensate PLAINTIFFS and the PLAINTIFF
6 CLASS for overtime work was willful, purposeful, and unlawful and done in
7 accordance with the policies and practices of DEFENDANTS' operations.

8
9 25. As a proximate cause of the aforementioned violations, PLAINTIFFS
10 and the PLAINTIFF CLASS have been damaged in an amount according to proof
11 at time of trial, but in an amount in excess of the jurisdiction of this Court.
12 PLAINTIFFS and the PLAINTIFF CLASS are entitled to recover the unpaid
13 balance of wages owed, penalties, including penalties available pursuant to
14 California Labor Code Section 558, plus interest, reasonable attorney fees and
15 costs of suit according to the mandate of California Labor Code, §1194, et. seq,
16 and punitive damages for DEFENDANTS' oppressive, malicious, intentional, and
17 fraudulent actions.

18
19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY MEAL AND REST PERIOD COMPENSATION**

21 **(CALIFORNIA LABOR CODE SECTION 226.7 AND 512)**

22 By PLAINTIFFS in their individual capacities and in their capacities as a
23 representatives of all similarly situated members of the PLAINTIFF CLASS
24 against all DEFENDANTS.

25
26 26. PLAINTIFFS reallege and incorporate, by reference, as though fully
27 set forth herein, the allegations contained in paragraphs 1 to 25.

1 27. DEFENDANTS failed to provide PLAINTIFFS and members of the
2 PLAINTIFF CLASS with uninterrupted, work-free 30-minute meal periods for
3 shifts in excess of five (5) hours worked and to compensate them for these missed
4 meal periods as required by law.

5
6 28. DEFENDANTS, throughout PLAINTIFFS' employment with
7 DEFENDANTS, failed to give PLAINTIFFS breaks for shifts in excess of four (4)
8 hours as required by law and failed to compensate her for missed rest breaks.
9 DEFENDANTS also failed to give members of the PLAINTIFF CLASS breaks for
10 shifts in excess of four (4) hours as required by law and failed to compensate them
11 for missed rest breaks.

12
13 29. PLAINTIFFS are informed and believe, and thereon allege that the
14 failure of DEFENDANTS to provide meal and rest breaks and to compensate
15 PLAINTIFFS and the PLAINTIFF CLASS for these missed meal and rest breaks
16 was willful, purposeful, and unlawful and done in accordance with the policies
17 and practices of DEFENDANTS' operations.

18
19 30. As a proximate cause of the aforementioned violations, PLAINTIFFS
20 and members of the PLAINTIFF CLASS have been damaged in an amount
21 according to proof at time of trial, but in an amount in excess of the jurisdiction of
22 this Court. PLAINTIFFS and the PLAINTIFF CLASS are entitled to recover the
23 unpaid balance of wages owed, penalties, including penalties available pursuant to
24 California Labor Code Sections 226, 226.7, 558, plus interest, reasonable attorney
25 fees and costs of suit according to the mandate of California Labor Code, § 1194,
26 et. seq. and punitive damages for DEFENDANTS' oppressive, malicious,
27 intentional, and fraudulent actions.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

3 **(CAL. LABOR CODE § 226)**

4 By PLAINTIFFS in their individual capacities and in their capacities as a
5 representatives of all similarly situated members of the PLAINTIFF CLASS
6 against all DEFENDANTS.

7
8 31. PLAINTIFFS reallege and incorporate, by reference, as though fully
9 set forth herein, the allegations contained in paragraphs 1 to 30.

10
11 32. DEFENDANTS failed to provide PLAINTIFFS and members of the
12 PLAINTIFF CLASS with accurate itemized statements as required by Cal. Labor
13 Code § 226. In particular, DEFENDANTS knowingly and intentionally did not
14 state on PLAINTIFFS' and the PLAINTIFF CLASS' payroll records that they had
15 earned overtime for any hour they worked over eight (8) in a day.

16
17 33. PLAINTIFFS are informed and believe and thereon allege that
18 DEFENDANTS knowingly and intentionally falsified the aforementioned payroll
19 records in order to conceal its unlawful payment practices. As a result,
20 PLAINTIFFS and members of the PLAINTIFF CLASS are entitled to recover the
21 greater of all actual damages or fifty dollars (\$50) for the initial pay period in
22 which a violation occurs and one hundred dollars (\$100) per employee for each
23 violation in a subsequent pay period, not exceeding an aggregate penalty of four
24 thousand dollars (\$4,000), and are entitled to an award of costs and reasonable
25 attorney fees.

1 **FOURTH CAUSE OF ACTION**

2 (WAITING TIME PENALTIES PURSUANT TO CALIFORNIA
3 LABOR CODE § 203)

4 By PLAINTIFFS in their individual capacities and in their capacities as a
5 representatives of all similarly situated members of the PLAINTIFF CLASS
6 against all DEFENDANTS.

7
8 34. PLAINTIFFS reallege and incorporate, by reference, as though fully
9 set forth herein, the allegations contained in paragraphs 1 to 33.

10
11 35. Pursuant to California Labor Code § 201, if an employer discharges
12 an employee, the wages earned and unpaid at the time of the discharge are due and
13 payable immediately. Pursuant to California Labor Code § 202, if an employee
14 quits her employment, the wages earned and unpaid at the time of the discharge
15 are due and payable within 72 hours.

16
17 36. PLAINTIFFS are informed and believe and thereon allege that
18 members of the PLAINTIFF CLASS have resigned or were terminated from their
19 employment with DEFENDANTS and have not received the overtime
20 compensation and other wages they rightfully earned.

21
22 37. DEFENDANTS, and each of them, willfully refused and continue to
23 refuse to pay members of the PLAINTIFF CLASS all wages earned, including
24 overtime and compensation for missed meal and rest breaks, in a timely manner, as
25 required by California Labor Code § 203. PLAINTIFFS therefore request
26 restitution and penalties as provided by California Labor Code § 203.

1 **FIFTH CAUSE OF ACTION**

2 **CONVERSION (CALIFORNIA CIVIL CODE SECTIONS 3336 AND 3294)**

3 By PLAINTIFFS in their individual capacities and in their capacities as a
4 representatives of all similarly situated members of the PLAINTIFF CLASS
5 against all DEFENDANTS.

6
7 38. PLAINTIFFS reallege and incorporate, by reference, as though fully
8 set forth herein, the allegations contained in paragraphs 1 to 37.

9
10 39. As alleged above, DEFENDANTS wrongfully withheld earned wages
11 from PLAINTIFFS and members of the PLAINTIFF CLASS. In particular,
12 DEFENDANTS failed to pay PLAINTIFFS and members of the PLAINTIFF
13 CLASS all overtime wages they earned and failed to compensate them for missed
14 meal and rest breaks and other compensation owed to pursuant to the applicable
15 Employment Laws and Regulations.

16
17 40. At all relevant times, DEFENDANTS had and continue to have a
18 legal obligation imposed by statute to pay PLAINTIFFS and members of the
19 PLAINTIFF CLASS all earned wages and other compensation due to them. Such
20 wages and compensation belonged to PLAINTIFFS and members of the
21 PLAINTIFF CLASS at the time the labor and services were provided to
22 DEFENDANTS, and accordingly, such wages and compensation are the property
23 of PLAINTIFFS and members of the PLAINTIFF CLASS, not DEFENDANTS.

24
25 41. DEFENDANTS knowingly and intentionally failed to pay
26 PLAINTIFFS and members of the PLAINTIFF CLASS all overtime compensation
27 for overtime hours worked, knowingly and intentionally failed to compensate
28 PLAINTIFFS and members of the PLAINTIFF CLASS for missed meal and rest

1 breaks, and knowingly and intentionally failed to provide other compensation due
2 to PLAINTIFFS and members of the PLAINTIFF CLASS. Instead,
3 DEFENDANTS converted PLAINTIFFS' and members of the PLAINTIFF
4 CLASS' rightfully earned wages and converted them to DEFENDANTS' own use
5 and benefit.

6
7 42. PLAINTIFFS and members of the PLAINTIFF CLASS have been
8 injured by DEFENDANTS' intentional conversion of such wages and
9 compensation. PLAINTIFFs and the PLAINTIFF CLASS are entitled to
10 immediate possession of all amounts converted by DEFENDANTS, with interest,
11 as well as any and all profits that DEFENDANTS acquired by their unlawful
12 conversion.

13
14 43. DEFENDANTS' actions constituting conversion were oppressive,
15 malicious, and fraudulent, and were concealed by DEFENDANTS, and each of
16 them, from PLAINTIFFS and PLAINTIFF CLASS as hereinbefore alleged.
17 PLAINTIFF and members of the PLAINTIFF CLASS have been injured by
18 DEFENDANTS' oppressive, malicious, intentional and fraudulent actions,
19 entitling PLAINTIFFS and the PLAINTIFF CLASS to punitive and exemplary
20 damages.

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1 SIXTH CAUSE OF ACTION

2 UNFAIR COMPETITION AND BUSINESS PRACTICES
3 (CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.)

4 By PLAINTIFFS in their individual capacities and in their capacities as a
5 representatives of all similarly situated members of the PLAINTIFF CLASS
6 against all DEFENDANTS.

7
8 44. PLAINTIFFS reallege and incorporate, by reference, as though fully
9 set forth herein, the allegations contained in paragraphs 1 to 43.

10
11 45. DEFENDANTS' violations of the Employment Laws and
12 Regulations, as alleged herein, include: (1) DEFENDANTS' failure and refusal to
13 pay all overtime wages earned by PLAINTIFFS and the PLAINTIFF CLASS
14 pursuant to DEFENDANTS' illegal pay practices described above; (2)
15 DEFENDANTS' failure to provide meal and rest breaks to PLAINTIFFS and
16 members of the PLAINTIFF CLASS and to compensate them for missed meal and
17 rest breaks; (3) DEFENDANTS' willful and deliberate failure to provide accurate
18 itemized statements; (4) DEFENDANTS' failure to pay wages due to
19 PLAINTIFFS in a timely manner upon their termination or resignation; (5) and
20 DEFENDANTS' wrongful withholding and conversion of wages and
21 compensation due to PLAINTIFFS and the PLAINTIFF CLASS. The
22 aforementioned violations constitute unfair business practices in violation of the
23 Unfair Competition Law, California Business & Professions Code Section 17200,
24 et seq.

25
26 46. As a result of DEFENDANTS' unfair business practices,
27 DEFENDANTS have reaped unfair benefits and illegal profits at the expense of
28 PLAINTIFFS, the PLAINTIFF CLASS and members of the public.

1 DEFENDANTS should be made to disgorge their ill-gotten gains and restore such
2 monies to PLAINTIFFS and the PLAINTIFF CLASS.

3
4 47. DEFENDANTS' unfair business practices entitle PLAINTIFFS and
5 the PLAINTIFF CLASS to seek preliminary and permanent injunctive relief,
6 including but not limited to, orders that the DEFENDANTS account for, disgorge
7 and restore to PLAINTIFFS and the PLAINTIFF CLASS the compensation
8 unlawfully withheld from, together with interest thereon, as well as costs, and
9 reasonable attorney fees pursuant to statute including Code of Civil Procedure
10 section 1021.5.

11
12 **PRAYER FOR RELIEF**

13 **WHEREFORE, PLAINTIFFS pray judgment as follows:**

- 14 1. That the Court determine that Causes of Action 1, 2, 3, 4, 5 and 6
15 may be maintained as a class action;
- 16 2. For injunctive relief to stop DEFENDANTS' illegal practices relating
17 to the payment of overtime wages as described above;
- 18 3. For general and compensatory damages, according to proof;
- 19 4. For restitution of all monies due to PLAINTIFFS and the PLAINTIFF
20 CLASS and disgorgement of profits from the unlawful business
21 practices of DEFENDANTS;
- 22 5. For waiting time penalties pursuant to California Labor Code § 203;
- 23 6. For penalties pursuant to California Labor Code § 226, 558, and all
24 other applicable Labor Code Sections, Industrial Wage Orders and/or
25 Employment Laws and Regulations;
- 26 7. For interest accrued to date;
- 27 8. For costs of the suit incurred herein;
- 28 9. For loss of earnings, according to proof;

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- 10. For punitive damages and exemplary damages, according to proof;
- 11. For attorney fees and costs pursuant to California Labor Code § 226, and 1194; Cal. Code Civ. Pro. § 1021.5 and;
- 12. For such other and further relief that the Court may deem just and proper.

DATED: August 27, 2009

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DEMAND FOR JURY TRIAL

PLAINTIFFS and members of the PLAINTIFF CLASS hereby demand a trial by jury on all issues so triable.

DATED: August 27, 2009

SCHONBRUN DESIMONE SEPLow
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