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13 CYNTHIA FLUD, *et. al*

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF KERN

16 CYNTHIA FLUD, TWYLLA WATKINS,
17 PRECIOUS WOODS, and SHELLY
18 SPROUSE, on behalf of themselves and a
class of others similarly situated,

19 Plaintiffs,

20 vs.

21 SPHERION PACIFIC WORKFORCE,
22 LLC, a Delaware Limited Liability
23 Company; INTERIM PERSONNEL OF
24 FRESNO, INC., a California Corporation;
25 ACS EDUCATION SERVICES, INC., a
26 Delaware Corporation, and DOES 1
through 100, inclusive,

27 Defendants.

Case No. S-1500-CV-259321
CLASS ACTION COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, AND RESTITUTION:

1. FRAUD
2. BREACH OF CONTRACT
3. FAILURE TO PAY WAGES AND/OR OVERTIME PURSUANT TO LABOR CODE §§204, 212 and 221
4. FAILURE TO ALLOW MEAL AND REST BREAKS PURSUANT TO LABOR CODE §226.7 AND IWC WAGE ORDER 4 § 11 and § 12;
5. FAILURE TO KEEP ACCURATE INFORMATION PURSUANT TO LABOR CODE §226 and §226.3 AND IWC WAGE ORDER
6. WAITING TIME PENALTIES UNDER LABOR CODE §201 and §203
7. VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200

DEMAND FOR JURY TRIAL

1 Plaintiffs CYNTHIA FLUD, TWYLLA WATKINS, PRECIOUS WOODS, and SHELLY
2 SPROUSE, on behalf of themselves and a class of others similarly situated, (“Plaintiffs”), hereby
3 demand a trial by jury, and based upon information and belief, complain as follows:

4 **NATURE OF THE CASE**

5 1. This is a class action by former employees of Defendants SPHERION PACIFIC
6 WORKFORCE, INC. (“SPHERION”), INTERIM PERSONNEL OF FRESNO, INC.
7 (“INTERIM”), ACS EDUCATION SERVICES, INC. (“ACS”) and DOES 1 to 100 (collectively
8 “Defendants”). Defendants, and each of them, are engaged in the business of providing clerical
9 and managerial staffing on temporary bases. In addition to personnel, they can and do provide
10 physical locations and equipment. Defendants were responsible for establishing and staffing a call
11 center designed to aid victims of Hurricane Katrina located in Bakersfield, California (“Bakersfield
12 Call Center.”)

13 2. Defendants, and each of them, employed Plaintiffs and the members of the class
14 alleged herein to staff the Bakersfield Call Center. Plaintiffs and the members of the class alleged
15 herein began working at the Bakersfield Call Center shortly after Hurricane Katrina struck the Gulf
16 Coast on or about the end of August 2005, and continued to work for Defendants until the
17 Bakersfield Call Center closed in or about December 2005 (“Relevant Time Period.”)

18 3. During the Relevant Time Period, Defendants fraudulently manipulated and
19 manually overrode employee time records, altering “check in” and “check out” times in order to
20 avoid payment of all hours worked. In addition, Defendants did not compensate Plaintiffs and the
21 members of the class alleged herein for all hours worked. Specifically, Defendants failed to
22 compensate for: (1) all regular hours worked and included in pay-periods; (2) hourly work at
23 promised hourly rates; (3) pre-shift off-the-clock time necessarily spent waiting in security lines to
24 obtain access to the Bakersfield Call Center and post-shift off-the-clock time spent waiting in the
25 same security line to exit the Bakersfield Call Center (the “Security Line Period”); (4) pre-shift off-
26 the-clock mandatory periods spent under the control of Defendants to be briefed on policies and
27 procedures of the Bakersfield Call Center (the “Briefing Period”); (5) off-the-clock hours required
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1 to travel to a separate facility and wait in line for significant periods of time to pick up paychecks
2 (the “Paycheck Pickup Period.”) In addition, Defendants violated Industrial Wage Commission
3 (“IWC”) Wage Order 4-2001, section 5 by requiring Plaintiffs and members of the class alleged
4 herein to report for work, but failing to pay at least half the usual day’s work when Defendants
5 furnished less than half the usual day's work (“Reporting Time Pay.”) As a result, Plaintiffs and
6 the members of the class alleged herein were never fully compensated for all hours worked.
7 Defendants’ failure to pay this compensation was knowing and willful.

8 4. Further, Plaintiffs and members of the Class alleged herein were entitled to overtime
9 compensation that was either not paid or paid at an incorrect rate. Defendants’ failure to pay this
10 compensation was knowing and willful.

11 5. Defendants also required Plaintiffs and members of the Class to: work in excess of
12 three and one-half hours (3 ½) without being provided a rest period; work in excess of five (5) hour
13 days without being provided a first meal period; and, work in excess of ten (10) hours per day
14 without being provided a second meal period. Defendants required Plaintiffs and the members of
15 the class alleged herein to work through their daily rest periods and meal periods without pay.

16 6. For all Plaintiffs and members of the class alleged herein, Defendants have failed to
17 comply with IWC Wage Order 4-2001, section 7 by failing to maintain proper time records that
18 showed: a) when the employee began and ended each work period; b) when each employee began
19 and ended each meal period; c) total daily hours worked; and d) by failing to itemize all deductions
20 from payment of wages.

21 7. In addition, Defendants violated California Labor Code sections 212, 221, and 226
22 by compensating workers using a debit card system rather than an actual paycheck. This system
23 not only deprived workers of full access to their paychecks because there was a set minimum and
24 maximum amount that could be withdrawn on any given day, it also took unauthorized deductions
25 in the form of a \$5.75 “transaction fee” every time a Plaintiff accessed the debit card. This debit
26 card also failed to provide employees with the required accompanying documentation itemizing all
27 wage information, identified in paragraph 6, above.

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1 Bakersfield Call Center in the State of California. The aforementioned Plaintiffs and the members
2 of the class alleged herein were injured as a result of the Defendants Unlawful Conduct.

3 14. During the Relevant Time Period, CYNTHIA FLUD, TWYLLA WATKINS,
4 PRECIOUS WOODS, and SHELLY SPROUSE and the members of the class alleged herein, were
5 non-exempt employees within the meaning of the California Labor Code § 500 et seq., and the
6 rules and regulations of the IWC California Wage Orders.

7 15. Plaintiffs and members of the class alleged herein qualify for protection under the
8 IWC Wage Order No. 4-2001, California Industrial Welfare Commission in No. 4 (Title 8 Cal.
9 Code of Reg. §11040 et seq.), which covers all clerical workers.

10 **DEFENDANTS**

11 16. Defendant SPHERION is a limited liability company formed and existing under the
12 laws of the State of Delaware, with its principal place of business in the State of Florida.
13 SPHERION is a national employment agency engaged in the business of providing staffing
14 services to entities all over the United States, including the State of California and entities and
15 individuals that are California residents. SPHERION regularly conducts business in the State of
16 California and maintains a primary staffing office in Kern County. During the Relevant Time
17 Period, SPHERION employed Plaintiffs and members of the class alleged herein.

18 17. Defendant INTERIM, a California corporation, is located and has its principal place
19 of business in Kern County and is conducting business and is in good standing in the State of
20 California. During the Relevant Time Period, INTERIM employed Plaintiffs and members of the
21 class alleged herein.

22 18. Defendant ACS is a corporation formed and existing under the laws of the State of
23 Delaware, with its principal place of business in the State of Florida. ACS regularly conducts
24 business in the State of California and is in good standing in the State of California. ACS
25 contracted with the American Red Cross to provide the physical location, the required equipment,
26 and the staff for the Bakersfield Call Center.

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A. Numerosity

25. The potential members of the Class as defined are so numerous that joinder of all members is unfeasible and not practicable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendants during the relevant time periods employed approximately 2000 people. Plaintiffs allege Defendants' employment records would provide information as to the number and location of all members.

B. Commonality

26. There are questions of law and fact common to the class, which predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation to:

- (a) whether Defendants fraudulently manipulated and manually overrode the Class Members' time records to avoid payment of all hours worked;
- (b) whether Defendants violated California Labor Code section 204 by failing to pay wages owed to Class Members for all hours worked;
- (c) whether Defendants violated California Labor Code section 204 by providing payments for less than the actual hours worked by Class Members and failing to correct violations within the statutory time;
- (d) whether Defendants violated sections 201 through 203 of the California Labor Code by failing to pay wages due and owing at the time of termination to the Class Members;
- (e) whether Defendants violated California Labor Code section 204 by failing to pay overtime wages;
- (f) whether Defendants violated Labor Code section 1174(d) by failing to maintain accurate records showing hours worked and wages paid to the Class Members;
- (g) whether Defendants violated IWC Wage Order 4-2001, section 5 by failing to pay Reporting Time Pay;
- (h) whether Defendants violated Labor Code sections 226.7 and 512, IWC Wage Order 4-2001 or other IWC Wage Orders by failing to provide meal periods before the fifth hour of employment and failing to compensate said employees one (1) hour's wages in lieu of meal periods;
- (i) whether Defendants violated Labor Code sections 226.7 and 512, IWC Wage Order 4-2001 or other IWC Wage Orders by failing to provide daily rest

1 periods for every four (4) hours or major fraction thereof worked and failing
2 to compensate said employees one (1) hour's wages in lieu of rest periods;

3 (j) whether Defendants violated Labor Code sections 201-203 and IWC Wage
4 Order 4-2001 § 2(k) by failing to compensate Class Members for the Security
5 Line Period;

6 (k) whether Defendants violated Labor Code sections 201-203 and IWC Wage
7 Order 4-2001 § 2(k) by failing to compensate Class Members for the Briefing
8 Period;

9 (l) whether Defendants violated Labor Code sections 201-203 and IWC Wage
10 Order 4-2001 § 2(k) by failing to compensate Class Members for the
11 Paycheck Pickup Period;

12 (m) whether Defendants were participants in the alleged unlawful and/or tortious
13 conduct;

14 (n) whether Defendants' conduct was willful or reckless; and

15 (o) The effect and the extent of injuries suffered by Plaintiffs and other members
16 of the Class and the appropriate amount of reimbursement, restitution,
17 damages or other compensation.

18 **C. Typicality**

19 27. The claims of the named Plaintiffs are typical of the claims of the class. Plaintiffs
20 and all Class Members sustained injuries and damages arising out of and caused by Defendants'
21 Unlawful Conduct.

22 **D. Adequacy of Representation**

23 28. Plaintiffs will fairly and adequately represent and protect the interests of the
24 members of the class. Counsel representing Plaintiffs are competent and experienced in litigating
25 large employment class actions.

26 **E. Superiority of Class Action**

27 29. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
questions of law and fact common to the Class predominate over any questions affecting only
individual members of the Class.

30. Class action treatment will allow those similarly situated persons to litigate their
claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this
2 action that would preclude its maintenance as a class action.

3 **FACTS**

4 31. On or about August 29, 2005, Hurricane Katrina was a Category 3 storm that struck
5 southeast Louisiana and moved east across the Louisiana/Mississippi state line. The American Red
6 Cross contracted with ACS to create and operate the Bakersfield Call Center. ACS was
7 responsible for finding a location, installing computers and phones, and staffing the Bakersfield
8 Call Center.

9 32. ASC hired SPHERION as a subcontractor, with the American Red Cross' approval.
10 This was done in accordance with a master agreement ("Master Agreement.") This Master
11 Agreement predetermined and limited SPHERION's profit margins, thus creating an incentive for
12 SPHERION to cut corners and cut costs anyway it could, including, but not limited to, committing
13 wage and hour violations to lower its bottom line and manually altering Plaintiffs' and Class
14 Members' time records to avoid payment of those hours worked. SPHERION learned of the need
15 to staff the Bakersfield Call Center on or about September 2, 2005. SPHERION subcontracted
16 with INTERIM.

17 33. Within days, Defendants hired thousands of employees and trained them.

18 34. Problems quickly arose with respect to payment of wages. For example, Defendants
19 told Plaintiffs and Class Members not to work overtime. At the same time, Defendants told them
20 not to leave their station for any reason (for example, for rest periods, for meal periods or at the end
21 of their shift) until another employee relieved them. While waiting to be relieved, they were forced
22 to continue working or, at a minimum, suffer at Defendants' control. As a result, during their
23 employment, Plaintiffs and the Class Members worked anywhere from 15 minutes to 2 hours
24 beyond their scheduled end-of-shift time on a daily basis, and were not provided rest periods or
25 meal periods at the legally required time intervals.

26 35. In addition, Plaintiffs and Class Members noticed that the paychecks they received
27 were incorrect. Paychecks failed to include all of the hours they worked, failed to include the
28 agreed-upon hourly rate, failed to include overtime, and often a combination thereof.

1 36. Initially, Plaintiffs and Class Members kept track of their time manually. Soon
2 thereafter, Defendants provided Plaintiffs and Class Members with two separate time keeping
3 software programs: PeopleClick and Net Time Clock. Plaintiffs and Class Members clocked-in
4 with Net Time Clock. There were 3-4 stations set up for Net Time Clock, each of which had an
5 automatic timer. In addition, Plaintiffs and Class Members would manually type in their time with
6 PeopleClick at their individual stations. Often times, Plaintiffs and Class Members could not gain
7 access to the software programs due to Defendants' errors, including clerical errors and/or incorrect
8 logins and/or passwords. Plaintiffs and Class Members would contact managers, who would
9 correctly and manually enter Plaintiffs' and Class Members' work time into the software program.
10 And yet, even when the managers entered the time for Plaintiffs and Class Members in this fashion,
11 the Plaintiffs and Class Members would receive paychecks in an amount of less than that owed and
12 with a record of fewer hours than the hours actually worked and previously recorded. Pressured to
13 meet their goals under the Master Agreement, Defendants manually altered Plaintiffs' and Class
14 Members' time records in order to avoid payment of all hours worked and recorded. Defendants
15 thereby willfully and intentionally failed to pay Plaintiffs and Class Members for all actual hours
16 worked.

17 37. In addition to manipulated paychecks, Plaintiffs and Class Members were not paid
18 for additional off the clock time spent under the control of Defendants, including the Security Line
19 Period, the Briefing Period and the Paycheck Pickup Period. The Security Line Period occurred on
20 a daily basis at the beginning and the end of their shifts. Plaintiffs and Class Members would
21 spend anywhere from 15 minutes to 40 minutes in a mandatory security line before swiping a
22 security card to allow entry into the Bakersfield Call Center. They were not paid for their time
23 spent during the Security Line Period. Defendants instructed Plaintiffs and Class Members to be
24 through the security line and at their workstation at the scheduled start of their shifts. Thus,
25 Plaintiffs and Class Members were forced to get to Bakersfield Call Center early in order to wait in
26 line to get to their workstation at their mandatory start time. The Security Line Period also
27 occurred on a daily basis at the end of each work shift in order to exit the building.

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1 38. During the Relevant Time Period, once Plaintiffs and Class Members entered the
2 Bakersfield Call Center, Defendants directed them to the cafeteria for the Briefing Period, which
3 lasted 30-45 minutes. During the Briefing Period, Defendants instructed Plaintiffs and Class
4 Members on new policies and regulations of the Bakersfield Call Center. This Briefing Period was
5 unpaid and mandatory.

6 39. In addition, to the Security Line Period and the Briefing Period, Defendants failed to
7 pay Plaintiffs and Class Members for the Paycheck Pickup Period. During the first two or three
8 pay periods, they had to wait in an hour-long line at the Bakersfield Call Center. After the first two
9 or three pay periods, they had to travel approximately 40-60 minutes roundtrip to retrieve their
10 paychecks at various local hotels. Once at these hotels, they waited anywhere from one to three
11 hours before receiving their paycheck because checks were only handed-out in alphabetical order
12 by one or two people – despite the fact that Defendant had approximately 2,000 employees. In
13 fact, Defendants instructed some Class Members to come back the following day to pickup their
14 paycheck, thereby requiring an additional trip for a single paycheck. Moreover, Defendants
15 security guards would physically harass Plaintiffs and Class Members while waiting to pick up
16 their paychecks.

17 40. As to meal periods, Plaintiffs and Class Members were required to return to their
18 stations before the expiration of the full half-hour break because they would face reprimand if they
19 were even one minute late. In addition, Class Members were not allowed to leave the premises for
20 their meals because the time required to wait in the security line to exit and re-enter the facility
21 would exceed the total meal period by two to four times. During the first month, their meal period
22 would be pushed back to the end of their shift far beyond the fifth hour. When they worked over
23 ten hours, they did not get a second meal period. In addition, rest periods were often disallowed
24 due to the high volume of calls into the Bakersfield Call Center, and the inability of Defendants to
25 find replacement operators to take over.

26 41. In addition, Defendants failed to pay Plaintiffs and Class Members Reporting Time
27 Pay. Plaintiffs and Class Members often presented themselves to work their scheduled shift only to
28 be sent home as their assigned shift had changed without prior notice.

1 (10) minute rest period for every four (4) hours worked. Plaintiffs and Class Members consistently
2 worked over four (4) hours per shift with no rest period.

3 65. At all times relevant, Defendants systematically failed to authorize or permit
4 Plaintiffs and Class Members to take meal periods in accordance with IWC Order No. 4 § 11, 8
5 Cal. Code of Regulations § 11040 (11). Each Defendant also failed during the relevant time period
6 to provide all mandatory meal periods required by law causing Plaintiffs and Class Members to
7 each work a five (5) hour work period without a thirty (30) minute meal period and to work over a
8 ten (10) hour period without an additional thirty (30) minute meal period in violation of the law.

9 66. At all times relevant, Defendants systematically failed to authorize or permit
10 Plaintiffs and Class Members to take rest periods in accordance with IWC Order No. 4, 8 Cal.
11 Code of Regulations § 11040 et seq. Each Defendant also failed during the relevant time period to
12 provide all mandatory rest periods causing Plaintiffs and Class Members to work a four (4) hour
13 work period without at least a ten (10) minute rest period.

14 67. As a result of Defendants' practices, Plaintiffs and Class Members have suffered a
15 loss equal to the economic value of the cumulative amount of time for which they were not
16 properly given a meal period or rest period. Pursuant to Labor Code §226.7, Plaintiffs and Class
17 Members are entitled to damages in an amount equal to one (1) hour of wages per missed meal
18 period or rest breaks in a sum to be proven at trial.

19 68. As a result of Defendants' practices, Plaintiffs and Class Members have further
20 suffered a loss equal to the economic value of the cumulative amount of time for which they were
21 not properly given a meal period. Pursuant to California Labor Code §226.7, Plaintiffs and Class
22 Members are entitled to damages in an amount equal to one (1) hour of wages per missed meal
23 breaks in a sum to be proven at trial.

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1 **FIFTH CAUSE OF ACTION**
2 **FAILURE TO KEEP ACCURATE INFORMATION**
3 **PURSUANT TO IWC WAGE ORDER 4 §7**
4 **and CALIFORNIA LABOR CODE §§212, 221, 226, 226.6, and 1174(d)**
5 **(AGAINST ALL DEFENDANTS AND DOES 1-100, INCLUSIVE)**

6 69. Plaintiffs incorporate every allegation in this Complaint as though fully set forth
7 herein.

8 70. In pertinent part, IWC Wage Order 4, section 7 (A) provides, and during the
9 relevant period provided that every employer shall keep accurate information with respect to each
10 employee including but not limited to the following: time records showing when the employee
11 begins and ends each work period, and total hours worked in the payroll period.

12 71. Each pay period during the Relevant Time Period, Defendants have violated IWC
13 Wage Order 4 by failing to keep accurate records with respect to, among other things, when
14 Plaintiffs and Class Members have begun each work period and total hours worked.

15 72. During the Relevant Time Period, Defendants further violated the IWC Wage Order
16 4 and the California Labor Code by manipulating recorded hours worked by Plaintiffs and Class
17 Members.

18 73. During the Relevant Time Period, Defendants systematically failed to compensate
19 Plaintiffs and Class Members for their wages on a semimonthly basis as required by California
20 Labor Code section 204 by providing paychecks each pay period that were significantly below the
21 hours worked.

22 74. Defendants further instituted a system of providing compensation by debit card,
23 which purported to allow Plaintiffs and Class Members access to amounts equal to their paycheck.
24 However, using these debit cards to access their pay instituted a mandatory deduction of \$5.75
25 each time the card was used resulting in Plaintiffs not having access to the full compensation owed
26 to them. Defendants' debit card system of violated California Labor Code sections 212, 221,
27 226(a) by using a prohibited form of payment and taking unlawful and unauthorized deductions
28 and not providing the required itemized statements with their paychecks.

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1 Members were not paid all their wages due in accordance with the provisions of California Labor
2 Code section 201.

3 82. Defendants' failure to pay wages, as alleged above was willful in that Defendants
4 and each of them knew wages to be due but failed to pay them, thus entitling Plaintiff and Class
5 Members to penalties under California Labor Code section 203, which provides that an employee's
6 wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they
7 were due.

8 83. Defendants have failed to pay Plaintiffs and the Class Members a sum certain at the
9 time of termination or within seventy-two (72) hours of their resignation, and have failed to pay
10 those sums for thirty (30) days thereafter. Pursuant to the provisions of California Labor Code
11 section 203, Plaintiffs and the Class Members are entitled to a penalty in the amount of Plaintiffs'
12 daily wage multiplied by thirty (30) days for each time they were terminated and/or quit and were
13 not paid all wages earned.

14 **SEVENTH CAUSE OF ACTION**
15 **UNFAIR COMPETITION PURSUANT TO**
16 **BUSINESS & PROFESSIONS CODE §17200**
17 **(AGAINST ALL Defendants AND DOES 1-100, INCLUSIVE)**

18 84. Plaintiffs incorporate every allegation in this Complaint as though fully set forth
19 herein.

20 85. This is a Representative Private Attorney General Action and Class Action for
21 Unfair Business Practices. Plaintiffs, on their own behalf and on behalf of the general public, and
22 on behalf of the Class Members, bring this claim pursuant to Business & Professions Code section
23 17200, et seq. The conduct of all Defendants as alleged in this Complaint has been, and continues
24 to be, unfair, unlawful, and harmful to Plaintiffs, the general public, and Class Members. Plaintiff
25 seeks to enforce important rights affecting the public interest within the meaning of California
26 Code of Civil Procedure section 1021.5.

27 86. Plaintiffs are "persons" within the meaning of Business & Professions Code section
28 17204, and therefore have standing to bring this cause of action for injunctive relief, restitution,
disgoregement, and other appropriate equitable relief.

1 87. Business & Profession Code section 17200, et seq. prohibits unlawful and unfair
2 business practices.

3 88. Wage and hour laws express fundamental public policies. Providing employees
4 with meal and/or rest breaks and paying the proper wages and/or overtime is a fundamental public
5 policy of this State and of the United States. California Labor Code §90.5(a) articulates the public
6 policies of this State to enforce vigorously minimum labor standards, to ensure that employees are
7 not required or permitted to work under substandard and unlawful conditions, and to protect law-
8 abiding employers and their employees from competitors who lower their costs by failing to
9 comply with minimum labor standards.

10 89. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
12 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
13 business practices in violation of Business & Profession Code section 17200, et seq., depriving
14 Plaintiffs, and Class Members, and all interested persons, of rights, benefits, and privileges
15 guaranteed to all employees under law.

16 90. Defendants' Unlawful Conduct constitutes unfair competition in violation of section
17 17200, et seq., of the Business & Professions Code.

18 91. Defendants, by engaging in the conduct herein alleged, by not providing proper
19 breaks, either knew or in the exercise of reasonable care should have known that the conduct was
20 unlawful. As such it is a violation of section 17200, et. seq., of the Business & Professions Code.

21 92. As a proximate result of the Unlawful Conduct of Defendants, Plaintiffs and others
22 similarly situated have been damaged in a sum as may be proven.

23 93. Pursuant to the Business & Professions Code this Court should make such orders or
24 judgments, including the appointment of a receiver, as may be necessary to prevent the use or
25 employment, by Defendants, their agents or employees, of any unlawful or deceptive practice
26 prohibited by the Business & Professions Code, and/or, including, but not limited to, restitution
27 and/or disgorgement to the Plaintiffs and Class Members to the money Defendants have unlawfully
28 failed to pay.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for the following relief:

3 1. For compensatory damages in the amount of Plaintiff's and each Class members'
4 unpaid wages and unpaid overtime, during the Relevant Time Period as may be proven;

5 2. For compensatory damages in the amount of Plaintiff's and each Class Members'
6 hourly wage for each meal period missed or taken late during the Relevant Time Period as may be
7 proven;

8 3. For liquidated damages pursuant to California Labor Code section 1194.2(a) in an
9 amount equal to the minimum wage compensation unlawfully unpaid during the Relevant Time
10 Period as may be proven;

11 4. For compensatory damages in the amount of Plaintiffs' and each member of the
12 Class' hourly wage for each shift where rest period(s) were missed during the Relevant Time
13 Period as may be proven;

14 5. For penalties pursuant to California Labor Code section 203 for all Plaintiffs and
15 Class Members who were terminated or resigned equal to their daily wage times thirty (30) days
16 for each time Defendant terminated their employment;

17 6. An award of prejudgment and post judgment interest;

18 7. For penalties pursuant to California Labor Code section 226;

19 8. For restitution and/or disgorgement in an amount as may be proven and injunctive
20 relief to prevent unfair competition pursuant to Business & Professions Code section 17200;

21 9. An award of liquidated damages under California Labor Code section 1194.2;

22 10. An award providing for payment of reasonable costs of suit;

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