

ENDORSED  
FILED  
Superior Court of California  
County of San Francisco

MAR 4 - 2009

MAR 4 2009  
BY: CRISTINA BAUTISTA  
Deputy Clerk

CASE MANAGEMENT CONFERENCE SET

AUG 7 2009 - 9:00 AM

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7 on behalf of herself and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

10  
11 ANGEL LO on behalf of herself and all others  
12 similarly situated,

13 Plaintiff,

14  
15 vs.

16  
17  
18 WELLS FARGO BANK, NATIONAL  
19 ASSOCIATION; WELLS FARGO &  
COMPANY, a Delaware Corporation, and  
20 DOES 1-50, inclusive,

21 Defendants.

CASE NO. **CGC-09-485699**

**CLASS ACTION COMPLAINT**

- 1. Failure to Pay Overtime Wages (Labor Code §1194; I.W.C. Wage Order 4-2001 and Bus. & Prof. Code Section 17200, et.seq.)
- 2. Failure to Provide Meal Periods (Labor Code §226.7)
- 3. Failure to Provide Rest Periods (Labor Code §226.7)
- 4. Waiting Time Penalties (Labor Code §203)
- 5. Illegal Record Keeping (Labor Code §226)
- 6. Unfair Business Practices (Bus. & Prof. Code §17200, et seq.)

**DEMAND FOR JURY TRIAL**

FILED BY FAX  
PURSUANT TO LOCAL RULES

1 Plaintiff ANGEL LO, on behalf of herself and all others similarly situated (herein  
2 referred to as "Plaintiff"), hereby files this Complaint against Defendants WELLS FARGO  
3 BANK, NATIONAL ASSOCIATION, WELLS FARGO & COMPANY, and DOES 1-50  
4 (hereinafter collectively referred to as "Defendants" or "Wells Fargo"). Plaintiff is informed and  
5 believes, and on the basis of that information and belief, alleges as follows:

6 I.

7 INTRODUCTION

8 1. This is a civil action seeking recovery against an employer for Plaintiff and all  
9 Class Members who were not paid overtime wages, were denied meal and rest breaks (and/or  
10 compensation "premium pay" in lieu thereof), and incurred waiting time penalties and penalties  
11 for failure to comply with wage statement provisions which are derivative of the causes action in  
12 this Complaint, plus interest, attorneys' fees and costs under California Labor Code sections  
13 1194, 203, 226, 226.7, and I.W.C. Wage Order 4. Plaintiff, on behalf of herself and all other  
14 members of the class alleged herein, also brings an action for monetary recovery for Defendants'  
15 violations of California Business and Professions Code sections 17200, et seq., including full  
16 restitution of all compensation retained by Defendants as a result of their unlawful, fraudulent  
17 and unfair business practices, as well as injunctive and/or declaratory relief.

18 2. Defendants operate and, at all times during the relevant time period or liability  
19 period (four years prior to the filing of the Complaint in this matter), have done business as a  
20 provider of banking and financial services throughout the State of California. Defendants have,  
21 among other things, employed persons as Bankers and Tellers and/or equivalent positions to  
22 provide general banking and financial services to consumers within the State of California and  
23 elsewhere.

24 3. Plaintiff is informed and believes and thereupon alleges that it is Defendants'  
25 uniform and systematic policy and procedure to have employees work in excess of 8 hours per  
26 day and/or 40 hours per week without the employer paying premium or overtime wages.

27 4. Plaintiff is informed and believes and thereupon alleges that it is Defendants'  
28 uniform and systematic policy and procedure to provide untimely meal breaks and fail to pay

1 such employees one (1) hour of pay at the employees' regular rate of compensation for each  
2 workday that a timely meal break is not provided, or other compensation, as required by  
3 California state wage and hour laws.

4 5. Plaintiff is informed and believes and thereupon alleges that it is Defendants'  
5 uniform and systematic policy and procedure to have employees work through rest breaks and  
6 fail to pay such employees one (1) hour of pay at the employees' regular rate of compensation  
7 for each workday that the duty-free meal break is not provided, or other compensation, as  
8 required by California state wage and hour laws.

## 9 II.

### 10 JURISDICTION AND VENUE

11 6. The California Superior Court has jurisdiction in this matter due to Defendants'  
12 violations of Labor Code sections 203, 226, 226.7, and 1194 and Business and Professions Code  
13 sections 17200, et seq., and the Industrial Welfare Commission ("hereinafter IWC") Wage  
14 Order(s). The California Superior Court also has jurisdiction in this matter because both the  
15 individual and aggregate monetary damages and restitution sought herein exceed the minimal  
16 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

17 7. The California Superior Court also has jurisdiction in this matter because the  
18 individual claims of the members of the Classes herein are under the seventy-five thousand  
19 dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim is under  
20 the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.  
21 Further, there is no federal question at issue, as the issues herein are based solely on California  
22 statutes and law, including the Labor Code, IWC Wage Order(s), CCP, California Civil Code  
23 ("CC") and B&PC.

24 8. Venue as to each Defendant is proper in this judicial district, pursuant to Code of  
25 Civil Procedure section 395. Defendants Wells Fargo Bank, National Association and Wells  
26 Fargo & Company, have their principal places of business in the State of California in the  
27 County of San Francisco. Defendants transact business, have agents and are doing business in  
28 the County of San Francisco and other counties in California, and each Defendant is within the

1 jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have  
2 a direct effect on Plaintiff and those similarly situated within the State of California and within  
3 the County of San Francisco.

4 **III.**

5 **PARTIES**

6 **A. Plaintiff**

7 9. Plaintiff ANGEL LO is an individual over the age of eighteen (18) and is and/or  
8 at all times mentioned in this Complaint was a resident of the State of California.

9 10. Plaintiff ANGEL LO has worked as an employee for Defendants in the State of  
10 California as a Personal Banker during the relevant time period, an hourly position.

11 11. Plaintiff ANGEL LO was required to work hours in excess of eight (8) hours per  
12 day and/or forty (40) hours per week without being paid premium overtime wages and was  
13 denied meal and rest periods.

14 12. Plaintiff ANGEL LO alleges that Defendants did not maintain accurate records of  
15 hours worked pursuant to Labor Code section 226(a) in order to avoid paying daily overtime  
16 premium wages and seeks penalties from Defendants pursuant to Labor Code section 226(e).

17 13. Plaintiff ANGEL LO no longer works for Defendants and, in addition to back  
18 wages owed, seeks waiting time penalties from Defendants pursuant to Defendants' violations  
19 of Labor Code section 203, on behalf of herself and all others similarly situated who have  
20 separated from the company without timely payment of all wages owed for work performed.

21 **B. Defendants**

22 14. Defendant Wells Fargo Bank, National Association (N.A.) is now and/or at all  
23 times mentioned in this Complaint was a corporation qualified to do business and actually doing  
24 business in the State of California. Wells Fargo Bank, N.A. owns and operates an industry,  
25 business and establishment throughout the State of California, including, but not limited to, the  
26 County of San Francisco, for the purposes providing banking and financial services to  
27 consumers.

28 15. Defendant Wells Fargo & Company, is now and/or at all times mentioned in this  
Complaint was a corporation qualified to do business and actually doing business in the State of

1 California. Wells Fargo & Company owns and operates an industry, business and establishment  
2 throughout the State of California, including, but not limited to, the County of San Francisco, for  
3 the purposes providing banking and financial services to consumers.

4 16. DOES 1 through 50, inclusive are now, and/or at all times mentioned in this  
5 Complaint were, licensed to do business and/or actually doing business in the State of  
6 California.

7 17. The true names and capacities, whether individual, corporate, associate, or  
8 otherwise, of Defendants sued herein as DOES 1 through 50, inclusive, are currently unknown  
9 to Plaintiff, who therefore sues Defendants by such fictitious names. Plaintiff is informed and  
10 believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is  
11 legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek  
12 leave of court to amend this Complaint to reflect the true names and capacities of the Defendants  
13 designated hereinafter as DOES when such identities become known.

14 18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
15 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a  
16 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each  
17 Defendant are legally attributable to the other Defendants as each Defendant has ratified,  
18 approved, and authorized the acts of each of the remaining Defendants with full knowledge of  
19 said acts.

20 IV.

21 CLASS ACTION ALLEGATIONS

22 19. Plaintiff brings this action on behalf of herself and all others similarly situated, as  
23 a class action pursuant to California Code of Civil Procedure section 382. The "Relevant Time  
24 Period" runs from four (4) years prior to the filing of the instant Complaint, up to and including  
25 the date of commencement of trial. The primary class which Plaintiff seeks to represent is  
26 composed of and defined as follows:

27 Plaintiff Class: All current and former California-based  
28 employees having a title of Banker, Teller and/or other similarly  
designated titles, who worked for Defendants at any time during  
the Relevant Time Period.

1           20.    Plaintiff, on behalf of herself and all others similarly situated, will also seek to  
2 certify an "Overtime Subclass" that is currently composed of and defined as follows:

3                           Plaintiff Overtime Subclass: All current and former California-  
4 based employees having a title of Banker, Teller and/or other  
5 similarly designated titles, who worked under Defendant's policy  
6 or practice of not paying the overtime premium for hours over  
eight per day, forty per week and failing to keep records of actual  
hours worked.

7           21.    Plaintiff, on behalf of herself and all others similarly situated, will also seek to  
8 certify a "Meal Period Subclass" that is currently composed of and defined as follows:

9                           Plaintiff Meal Period Subclass: All current and former California-  
10 based employees having a title of Banker, Teller and/or other  
11 similarly designated titles, who worked under Defendant's policy  
12 or practice of staggering meal periods such that employees were  
employed for work periods exceeding five hours without a meal  
13 period and failing to keep records of the actual time meal periods  
were provided.

14           22.    Plaintiff, on behalf of herself and all others similarly situated, will also seek to  
15 certify a "Rest Period Subclass" that is currently composed of and defined as follows:

16                           Plaintiff Rest Period Subclass: All current and former California-  
17 based employees having a title of Banker, Teller and/or other  
18 similarly designated titles, who worked for Defendants at any time  
19 during the Relevant Time Period whom Defendants deprived of  
requisite 10 minute uninterrupted rest breaks and/or compensation  
20 in lieu thereof pursuant to Labor Code section 226.7 and  
applicable IWC Wage Orders.

21           23.    Plaintiff, on behalf of herself and all others similarly situated, will also seek to  
22 certify an "Illegal Records Subclass" that is currently composed of and defined as follows:

23                           Plaintiff Illegal Records Subclass: All current and former  
24 California-based employees having a title of Banker, Teller and/or  
25 other similarly designated titles, who worked for Defendants at  
any time during the Relevant Time Period as to whom Defendants  
26 knowingly provided inaccurate itemized wage statements in  
violation of Labor Code section 226, et seq., and applicable IWC  
Wage Orders.

27    ///

28    ///

1           24. Plaintiff, on behalf of herself and all others similarly situated, will also seek to  
2 certify a "Waiting Time Subclass " that is currently composed of and defined as follows:

3                           Plaintiff Waiting Time Subclass: All current and former  
4 California-based employees having a title of Banker, Teller and/or  
5 other similarly designated titles, who worked for Defendants at  
6 any time during the Relevant Time Period as to whom Defendants  
7 failed to timely pay all wages due for terminated or resigned  
8 employees under Labor Code sections 201-203 and/or applicable  
9 IWC Wage Orders.

10           25. The Overtime Subclass, Meal Period Subclass, Rest Period Subclass, Illegal  
11 Records Subclass, and the Waiting Time Subclass are hereinafter collectively referred to as the  
12 "Subclasses."

13           26. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or  
14 necessary to amend the definition of the Class or Subclasses. In any event, Plaintiff will  
15 formally define and designate a class definition at such time when Plaintiff seeks to certify the  
16 Class and Subclasses alleged herein.

17           27. **Ascertainable Class:** The proposed class and each subclass are ascertainable in  
18 that their members can be identified and located using information contained in Defendants'  
19 payroll and personnel records.

20           28. **Numerosity:** The potential quantity of members of the Class and Subclasses as  
21 defined is so numerous that joinder of all members would be unfeasible and impractical. The  
22 disposition of their claims through this class action will benefit both the parties and this Court.  
23 The quantity of members of the Class and Subclasses is unknown to Plaintiff at this time,  
24 however, it is estimated that each the Class and Subclasses number is in excess of 1000  
25 individuals. The quantity and identity of such membership is readily ascertainable via  
26 inspection of Defendants' records.

27           29. **Typicality:** The claims of Plaintiff ANGEL LO for overtime wages, denied meal  
28 and rest period compensation, as well as penalties, interest, and attorneys' fees are typical of the  
29 claims of all members of the Class and Subclasses mentioned herein because all members of the  
30 Class and Subclasses sustained similar injuries and damages arising out of Defendants' common

1 course of conduct in violation of law and the injuries and damages of all members of the Class  
2 and Subclasses were caused by Defendants' wrongful conduct in violation of law, as alleged  
3 herein.

4       30.   **Adequacy:** Plaintiff ANGEL LO is an adequate representative of the Class and  
5 Subclasses herein, will fairly protect the interests of the members of the Class and Subclasses,  
6 has no interests antagonistic to the members of the Class and Subclasses and will vigorously  
7 pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of  
8 this type. Class Counsel are competent and experienced in litigating large employment law class  
9 actions.

10       31.   **Superiority:** The nature of this action and the nature of laws available to  
11 Plaintiff make use of the class action format a particularly efficient and appropriate procedure to  
12 afford relief to Plaintiff for the wrongs alleged herein, as follows:

13           a.    This case involves large corporate Defendants and a sufficient numerous  
14 group of individual Class Members with many relatively small claims and common issues of  
15 law and fact;

16           b.    If each individual member of each of the Class and Subclasses was  
17 required to file an individual lawsuit, the large corporate Defendants would necessarily gain an  
18 unconscionable advantage because Defendants would be able to exploit and overwhelm the  
19 limited resources of each individual member of the Class and Subclasses with Defendants'  
20 vastly superior financial and legal resources;

21           c.    Requiring each individual member of each of the Class and Subclasses to  
22 pursue an individual remedy would also discourage the assertion of lawful claims by the  
23 members of the Class and Subclasses who would be disinclined to pursue an action against  
24 Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to  
25 their lives, careers and well-being;

26           d.    Proof of a common business practice or factual pattern, of which the  
27 members of the Class and Subclasses experienced, is representative of the Class and Subclasses  
28 herein and will establish the right of each of the members of the Class and Subclasses to recover

1 on the causes of action alleged herein;

2 e. The prosecution of separate actions by the individual members of the  
3 Class and Subclasses, even if possible, would create a substantial risk of inconsistent or varying  
4 verdicts or adjudications with respect to the individual members of the Class and Subclasses  
5 against Defendants; and which would establish potentially incompatible standards of conduct for  
6 Defendants; and/or legal determinations with respect to individual members of the Class and  
7 Subclasses which would, as a practical matter, be dispositive of the interest of the other  
8 members of the Class and Subclasses who are not parties to the adjudications or which would  
9 substantially impair or impede the ability of the members of the Class and Subclasses to protect  
10 their interests; and

11 f. The claims of the individual members of the Class and Subclasses are not  
12 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant  
13 costs and expenses attending thereto.

14 g. Furthermore, as the damages suffered by each individual member of the  
15 class may be relatively small, the expenses and burden of individual litigation would make it  
16 difficult or impossible for individual members of the class to redress the wrongs done to them,  
17 while an important public interest will be served by addressing the matter as a class action.

18 h. The cost to the court system of adjudication of such individualized  
19 litigation would be substantial. Individualized litigation would also present the potential for  
20 inconsistent or contradictory judgment.

21 i. Finally, the alternative of filing a claim with the California Labor  
22 Commission is not superior, given the lack of discovery in such proceedings, the availability of  
23 fewer remedies, and the fact that the losing party has the right to a trial de novo in the Superior  
24 Court.

25 **32. Existence and Predominance of Common Questions of Fact and Law:** There  
26 are common questions of law and fact as to the members of the Class and Subclasses which  
27 predominate over questions affecting only individual members of the Class and Subclasses  
28 including, without limitation:

- 1 a. Whether Defendants failed to pay overtime pay and/or double time pay  
2 for all hours worked in excess of the legal maximums;
- 3 b. The number of untimely meal periods and unprovided rest periods for  
4 Class Members over the relevant time period and the amount of pay owing and unpaid;
- 5 c. Whether Defendants' withholding of overtime pay was willful under the  
6 meaning of Labor Code Section 203.
- 7 d. Whether Defendants failed to keep adequate records for the members of  
8 the Illegal Records Subclass pursuant to Labor Code 226(a) (and the consequence for such  
9 statutory violations if Defendants did not);
- 10 e. Whether Defendants' conduct constitutes unfair competition within the  
11 meaning of Business and Professions Code sections 17200 and 17203;
- 12 f. Whether members of the Class and Subclasses are entitled to  
13 compensatory damages, and if so, the means of measuring such damages;
- 14 g. Whether the members of the Class and Subclasses are entitled to  
15 injunctive and/or declaratory relief;
- 16 h. Whether the members of the Class and Subclasses are entitled to  
17 restitution;
- 18 i. Whether Defendants are liable for pre-judgment interest; and
- 19 j. Whether Defendants are liable for attorneys' fees and costs.

20 V.

21 CAUSES OF ACTION

22 **First Cause of Action Against All Defendants**  
23 **Violation of Labor Code Section 1194**  
**(On Behalf of Plaintiff and Overtime Subclass)**

24 33. Plaintiff incorporates all preceding paragraphs of this Complaint.

25 34. Pursuant to California Labor Code section 1194, Plaintiff and the Overtime  
26 Subclass members are entitled to recover their unpaid overtime compensation, plus attorneys'  
27 fees and costs, in an amount to be proved at trial.

28 ///

1                                    **Second Cause of Action Against All Defendants**  
2                                    **Failure to Provide Meal Breaks in Violation of Labor Code §226.7**  
3                                    **(On Behalf of Plaintiff and Meal Period Subclass)**

4                    35.     Plaintiff incorporates all preceding paragraphs of this Complaint.

5                    36.     Defendants failed to provide the members of the Meal Period Subclass with  
6 timely meal breaks. As a result, under Labor Code section 226.7, Plaintiff and the members of  
7 Class are entitled to one additional hour's pay for each day a timely meal break was not provided  
8 pursuant to California law, in an amount to be proved at trial.

9                                    **Third Cause of Action Against All Defendants**  
10                                   **Failure to Provide Rest Breaks**  
11                                   **(On Behalf of Plaintiff and Rest Period Subclass)**

12                   37.     Plaintiff incorporates all preceding paragraphs of this Complaint.

13                   38.     Defendants failed to provide the members of Class with all of their required rest  
14 breaks. As a result, under Labor Code section 226.7, Plaintiff and the members of Class are  
15 entitled to one additional hour's pay for each day a rest break was missed, in an amount to be  
16 proved at trial.

17                                   **Fourth Cause of Action Against All Defendants**  
18                                   **Waiting Time Penalties - Labor Code section 203**  
19                                   **(On Behalf of Plaintiff and Waiting Time Subclass)**

20                   39.     Plaintiff incorporates all preceding paragraphs of this Complaint.

21                   40.     Labor Code sections 201 and 202 require Defendants to pay their employees all  
22 wages due within 72 hours of termination of employment. Labor Code section 203 provides that  
23 if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor  
24 Code sections 201, 201.5, 202 and 205.5, any wages of an employee who is discharged or who  
25 quits, the wages of the employee shall continue as a penalty from the due date thereof at the  
26 same rate until paid or until an action therefor is commenced; but the wages shall not continue  
27 for more than thirty (30) days.

28                   41.     Defendants had a consistent and uniform policy, practice and procedure of  
willfully failing to pay the earned and unpaid wages of Defendants' former employees,  
including, but not limited to, overtime wages, meal and rest period premiums, and other wages

1 earned and remaining uncompensated according to proof.

2 42. Plaintiff and certain members of the Class are no longer employed by  
3 Defendants. They were either discharged from or quit Defendants' employ.

4 43. Defendants willfully failed to pay terminated employees a sum certain at the time  
5 of their termination or within seventy-two (72) hours of their resignation, and failed to pay those  
6 sums for thirty (30) days thereafter.

7 44. Defendants' willful failure to pay wages to terminated employees violates Labor  
8 Code section 203 because Defendants knew wages were due to terminated employees but  
9 Defendants failed to pay them.

10 45. Thus, the terminated employees are entitled to penalties pursuant to Labor Code  
11 section 203, in the amount of each Waiting Time Subclass members' daily wage multiplied by  
12 thirty (30) days.

13 **Fifth Cause of Action Against All Defendants**  
14 **Illegal Record Keeping**  
**(On Behalf of Plaintiff and the Illegal Records Subclass)**

15 46. Plaintiff incorporates all preceding paragraphs of this Complaint.

16 47. Labor Code §226(a) requires every employer, semi-monthly or at the time of each  
17 payment of wages, to furnish each of its employees, either as a detachable part of the check,  
18 draft or voucher paying the employee's wages, or separately when wages are paid by personal  
19 check or cash, an accurate itemized statement in writing showing, among other things, 1) gross  
20 wages earned, 2) total hours worked by the employee, 3) all deductions, 4) net wages earned and  
21 5) all applicable hourly rates in effect during each respective pay period and the corresponding  
22 number of hours worked at each hourly rate by each respective individual.

23 48. Therefore, pursuant to Labor Code §226(a), California employers are required to  
24 maintain accurate records pertaining to the total hours worked for Defendants by Plaintiff and  
25 the members of the Putative Class, including but not limited to, beginning and ending of each  
26 work period, meal period and rest period, the total daily hours worked, and the total hours  
27 worked per pay period and applicable rates of pay.

28 ///

1           49.    As a pattern and practice, in violation of Labor Code §226(a), Defendants did not  
2 and still do not furnish the Plaintiff and members of the Putative Class with an accurate itemized  
3 statement in writing showing 1) gross wages earned, 2) total hours worked by the employee, 3)  
4 all deductions, 4) net wages earned and 5) all applicable hourly rates in effect during each  
5 respective pay period and the corresponding number of hours worked at each hourly rate by each  
6 respective individual.

7           50.    As a pattern and practice, in violation of Labor Code §226(a), Defendants did not  
8 and do not maintain accurate records pertaining to the total hours worked for Defendants by the  
9 Plaintiff and members of the Putative Class, including but not limited to, beginning and ending  
10 of each work period, meal period and rest period, the total daily hours worked, and the total  
11 hours worked per pay period and applicable rates of pay.

12           51.    As a consequence of Defendants' knowing and intentional failure to comply with  
13 Labor Code §226, Plaintiff and the members of the Putative Class are entitled to recovery under  
14 Labor Code §226(e) as follows:

15               a.    Fifty dollars (\$50.00) per employee for the initial pay period in which a  
16 violation occurs; and

17               b.    One hundred dollars (\$100.00) per employee for each violation in a  
18 subsequent pay period , not to exceed an aggregate of \$4,000.00 per Plaintiff.

19           52.    Pursuant to Labor Code §226(g), currently-employed Plaintiffs and the  
20 currently-employed members of the Putative Class are entitled to injunctive relief to ensure  
21 Defendants' compliance with Labor Code §226.

22           53.    Pursuant to Labor Code §226(e) and/or §226(g), Plaintiff and the members of the  
23 Putative Class are also entitled to interest thereon and an award of costs and reasonable  
24 attorneys' fees.

25                               **Sixth Cause of Action Against All Defendants**  
26                               **Unfair Business Practices**  
27                               **(On Behalf of Plaintiff and All Others Similarly Situated)**

27           54.    Plaintiff incorporates all preceding paragraphs of this Complaint.

28    ///

1           55. Defendants' failure to pay overtime and denied meal and rest period pay to  
2 Plaintiff and members of the Class and Subclasses, under the I.W.C. Wage Orders and under  
3 California Labor Code, and failure to keep proper records, as alleged herein, constitute unlawful  
4 activity prohibited by Business and Professions Code sections 17200, et seq.

5           56. The actions of Defendants in failing to pay Plaintiff and members of the Plaintiff  
6 Class and Subclasses in a lawful manner, as alleged herein, constitute false, unfair, fraudulent  
7 and deceptive business acts and/or practices, within the meaning of Business and Professions  
8 Code sections 17200, et seq.

9           57. Plaintiff is entitled to an injunction and other equitable relief against such  
10 unlawful practices in order to prevent future damage, for which there is no adequate remedy at  
11 law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as a  
12 member of the general public as a representative of all others subject to Defendants' unlawful  
13 acts and practices. Plaintiff has suffered actual pecuniary harm as a result of each of the  
14 Defendants' aforementioned acts and practices.

15           58. As a result of their unlawful acts, Defendants have reaped and continue to reap  
16 unfair benefits at the expense of Plaintiff, and the Class and Subclasses she seeks to represent.

17           59. Defendants should be enjoined from this activity and made to disgorge these ill-  
18 gotten gains and restore to Plaintiff and the members of the Class and Subclasses the wrongfully  
19 withheld wages and meal and rest period pay, pursuant to Business and Professions Code  
20 section 17200, et seq. Plaintiff is informed and believes, and thereon alleges, that Defendants  
21 are unjustly enriched through their failure to pay overtime wages to Plaintiff and members of the  
22 Class and Subclasses.

23           60. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members  
24 of the Class are prejudiced and harmed by Defendants' unfair trade practices as actual earned  
25 and vested wages were not paid and were instead withheld illegally by Defendants, and each of  
26 them.

27 ///

28 ///



1           8.     For restitution/disgorgement by Defendants of unpaid premium wages for missed  
2 meal periods;

3           9.     For an award of reasonable attorneys' fees and costs;

4           **As to the Third Cause of Action for Rest Period Violations:**

5           10.    For payment of rest period pay pursuant to Labor Code 226.7;

6           11.    For interest as authorized by Labor Code sections 218.6 and 1194(a) and Civil  
7 Code sections 3287(b) and 3289;

8           12.    For restitution/disgorgement by Defendants of unpaid premium wages for missed  
9 rest periods;

10          13.    For an award of reasonable attorneys' fees and costs;

11          **As to the Fourth Cause of Action for Waiting Time Penalties:**

12          14.    Waiting time penalties not to exceed 30 days pay per former employee separated  
13 from the employer during the relevant time period pursuant to Labor Code section 203;

14          15.    For reasonable attorneys' fees and costs incurred as permitted by statute;

15          **As to the Fifth Cause of Action for Illegal Record Keeping:**

16          16.    For penalties as authorized by Labor Code section 226(e);

17          17.    For injunctive relief to ensure Defendants' compliance with Labor Code section  
18 226 pursuant to Labor Code section 226(g); and

19          18.    For an award of costs and reasonable attorneys' fees.

20          **As to the Sixth Cause of Action for Unfair Business Practices:**

21          19.    For an accounting, under administration of Plaintiff and/or the receiver and  
22 subject to Court review, to determine the amount to be returned by Defendants, and the amounts  
23 to be refunded to members of the Class and Subclasses who are owed monies by Defendants;

24          20.    For an Order requiring Defendants to identify each of the members of the Class  
25 and Subclasses by name, home address, and home telephone number;

26          21.    For an Order requiring Defendants to make full restitution and payment pursuant  
27 to Labor Code sections 200, 203, 206, 221, 226.7 and 1194;

28          ///

