

1 **LAW OFFICES OF C. JOE SAYAS, JR.**
2 **C. JOE SAYAS, JR.** (Bar No. 122397)
3 **KARL P. EVANGELISTA** (Bar No. 250685)
4 700 North Central Avenue, Suite 235
5 Glendale, California 91203
6 Telephone: (818) 291-0088
7 Facsimile: (818) 240-9955

8 Attorneys for Plaintiffs

9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 JOAQUIN DIAZ, ADIL AHMED,)
12 HELEN GEBREWAHID, and)
13 DIOSCORO TOCONG, JR., on behalf)
14 of themselves and all other similarly)
15 situated individuals,)

16 Plaintiffs,

17 vs.

18 ABM INDUSTRIES, INC.,)
19 a Delaware corporation;)
20 AMPCO SYSTEM PARKING,)
21 A California corporation; and)
22 Does 1 through 100,)

23 Defendants.)
24)
25)

CASE NO. BC 362932

[Assigned for All Purposes to the
HON. RUTH ANN KWAN, Dept. 72]

CLASS ACTION

PLAINTIFFS' SECOND AMENDED
COMPLAINT FOR:

1. FAILURE TO PAY COMPENSATION
FOR MISSED MEAL AND REST
PERIODS (CAL. LABOR CODE § 226.7)

2. FAILURE TO PAY OVERTIME
(CAL. LABOR CODE §§ 510, 1194 &
1198)

3. FAILURE TO PAY MINIMUM
WAGE (CAL. LABOR CODE §§ 1194,
1197 & 1197.1)

4. UNFAIR COMPETITION (CAL. BUS.
& PROF. CODE §§ 17200, ET SEQ.)

5. NONPAYMENT OF WAGES (CAL.
LABOR CODE §§ 204, 210, 218.5 &
218.6)

6. WAITING TIME PENALTIES (CAL.
LABOR CODE §§ 201, 202 & 203)

7. FAILURE TO KEEP AND FURNISH
ACCURATE WAGE STATEMENTS
(CAL. LABOR CODE §§ 226, 226.3)

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8. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §§ 2698, ET SEQ.)
AND DEMAND FOR JURY TRIAL

NATURE OF ACTION

1. This is a class action brought against Defendants ABM INDUSTRIES, INC. (“ABM”) and AMPCO SYSTEM PARKING (“AMPCO”), and Defendants DOES 1 -100, inclusive (collectively “Defendants”) under the California Labor Code, the California Industrial Welfare Commission’s Wage Orders, California’s Business and Professions Code (§§ 17200, et seq.) and other statutes and regulations applicable to non-exempt employees in the State of California.

2. Since at least October 1, 2002, Defendants have continually refused to provide mandated meal and rest periods for employees of AMPCO. Defendants have also refused to provide its employees with the additional hour of compensation owed for each applicable shift in which they were unable to take a mandated meal or rest period. Moreover, Defendants have failed to pay its employees for all hours worked, including overtime compensation for all work in excess of 8 hours per day. Defendants have also failed to pay its employees the required minimum wage. Instead, Defendants have taken such funds owing to its employees and unlawfully converted them for its own use and benefit in an effort to increase profits and to gain an unfair business advantage at the expense of its employees.

3. The foregoing acts of Defendants violate provisions of the California Labor Code, including sections 201, 202, 204, 226, 226.7, 510, 512, 1197 and 1198, violate the applicable Wage Orders issued by the Industrial Welfare Commission of the State of

1 California, including Wage Order 4-2001, and amount to unfair and unlawful business
2 practices which are prohibited by California Business & Professions Code section 17200,
3 et seq.

4 4. Plaintiff JOAQUIN DIAZ, a current employee of Defendants, and plaintiffs
5 ADIL AHMED, HELEN GEBREWAHID and DIOSCORO TOCONG, JR., former
6 employees of Defendants, (collectively, "Plaintiffs") have brought this class action, on
7 behalf of themselves and other current and former employees, seeking to recover the
8 additional compensation required for missed meal and rest periods, and unpaid
9 compensation, including minimum wage and overtime compensation.

10 5. Also, pursuant to California's Labor Code Private Attorney General Act
11 (Cal. Labor Code § 2698, et seq.), Plaintiffs seek to recover, on behalf of themselves and
12 other current and former employees of Defendants, the applicable civil penalties for
13 Defendants' violations of the California Labor Code provisions pertaining to: meal and
14 rest periods; minimum wage; overtime compensation; nonpayment of wages; record-
15 keeping requirements; and timely payment of wages to former employees.

16 THE PARTIES

17 6. Plaintiff JOAQUIN DIAZ (hereafter, "Diaz") is, and at all relevant times
18 was, a competent adult residing in California.

19 7. Plaintiff ADIL AHMED (hereafter, "Ahmed") is, and at all relevant times
20 was, a competent adult residing in California.

21 8. Plaintiff HELEN GEBREWAHID (hereafter, "Gebrewahid") is, and at all
22 relevant times was, a competent adult residing in California.

23 9. Plaintiff DIOSCORO TOCONG, JR., (hereafter "Tocong") is, and at all
24 relevant times was, a competent adult residing in California.
25

1 10. Plaintiffs Diaz, Ahmed, Gebrewahid and Tocong, will be referred to
2 hereafter collectively as "Plaintiffs."

3 11. Defendant ABM is, and at all relevant times was, a corporation organized
4 under the laws of the State of Delaware, with its principal place of business located in the
5 County of San Francisco, California. It is the parent corporation and 100% shareholder
6 of defendant AMPCO.

7 12. Defendant AMPCO is, and at all relevant times was, a corporation
8 organized under the laws of the State of California, with its principal place of business
9 located in Los Angeles County, California. It is a wholly owned subsidiary of defendant
10 ABM.

11 13. Plaintiffs allege on information and belief that, at all relevant times, the
12 operations of AMPCO were so integrated with its parent corporation, ABM, as to make
13 the two corporate entities a single employer of Plaintiffs, in that ABM exercised day-to-
14 day control over the management and employment decisions of AMPCO that exceeded
15 the control normally exercised by a parent corporation.

16 14. Plaintiffs are currently unaware of the true names and capacities of the
17 defendants sued in this action by the fictitious names DOES 1 through 100, inclusive,
18 and, therefore, sues those defendants by fictitious names. Plaintiffs will seek leave to
19 amend this Complaint to allege the true names and capacities of such fictitiously named
20 defendants when they are ascertained.

21 15. Plaintiffs are informed and believe, and on that basis allege, that each
22 defendant sued in this action, including each defendant sued by the fictitious names
23 DOES 1 through 100, inclusive, is responsible in some manner for the occurrences,
24 controversies and damages alleged below.

1 16. Defendants ABM, AMPCO and DOES 1 through 100, will be referred to
2 hereafter collectively as "Defendants."

3 **CLASS ACTION ALLEGATIONS**

4 17. This action may be properly maintained as a class action pursuant to the
5 provisions of Code of Civil Procedure section 382.

6 18. Plaintiffs bring this action on behalf of themselves and all members of the
7 class, which is defined as "all past, present, and future non-exempt, hourly employees
8 who worked for Defendant AMPCO System Parking at any time from October 1, 2002 to
9 the present" (hereafter "Class Members").

10 19. The Class Members employed by Defendants are so numerous that joinder
11 of each such individual would be impracticable, and the disposition of their claims in a
12 class action, rather than in numerous individual actions, will benefit the parties, the
13 Court, and the interests of justice. Although the exact number of class members is
14 unknown to Plaintiffs at this time and, as such, must be ascertained through discovery,
15 Plaintiffs are informed and believe, and based thereon allege, that there are approximately
16 7,000 members of the proposed class.

17 20. The Class Members other than Plaintiffs are readily ascertainable by their
18 job positions -- parking attendant, valet or cashier -- and by the duration of the shift(s)
19 they have worked within the past four years.

20 21. There is a well defined community of interest amongst the Class Members,
21 as all of these individuals have been similarly deprived of their meal and rest periods, as
22 well as the additional hour of compensation owing to them under Labor Code section
23 226.7 and the applicable Wage Order for all shifts during which they were not provided a
24 meal or rest period. In addition, the Class Members were all similarly subjected to an
25 unlawful policy and/or practice that required them to work during meal periods without

1 being paid for such work, and deprived them of minimum wage and overtime
2 compensation.

3 22. Common questions of law and fact predominate over questions that affect
4 only individual Class Members, including, among other things, (a) whether Defendants
5 maintained a policy or practice of refusing to provide Class Members the meal and rest
6 breaks to which they were entitled; (b) whether Defendants maintained a policy or
7 practice of categorically refusing to pay all Class Members the additional hour of
8 compensation they are owed under Labor Code section 226.7 and the applicable Wage
9 Order for all shifts during which they missed a meal or rest period; (c) whether
10 defendants maintained a policy or practice of refusing to pay Class Members
11 compensation for hours worked during missed meal periods; (d) whether Defendants
12 maintained a policy and/or practice of systematically depriving Class Members minimum
13 wage and overtime compensation; (e) whether Defendants are liable for failing to pay all
14 wages owed to Class Members at the time of termination; and (f) whether Defendants
15 failed to issue accurate wage statements to Class Members.

16 23. Plaintiffs' claims are typical of the claims of the Class Members because
17 (a) Plaintiffs' job positions and job duties are similar, if not identical to, the duties and
18 activities of the other Class Members; (b) Plaintiffs were denied the same meal and rest
19 period benefits, additional compensation, minimum wage and overtime compensation,
20 and were not given accurate wage statements, all as provided by the applicable California
21 employment laws and regulations, as the other Class Members; and (c) Plaintiffs were
22 denied these benefits in the same manner that these benefits were denied to other Class
23 Members.

24 24. Plaintiffs can adequately represent the interests of the Class Members
25 because, like them, Plaintiffs are or were employed by Defendants in a parking facility it

1 owns and manages, and Plaintiffs suffered the same or similar injuries as a result of
2 Defendants' failure to comply with the applicable California employment laws and
3 regulations governing the provision of meal and rest periods; minimum wage and
4 overtime compensation; timely payment of wage; and record-keeping requirements.
5 Furthermore, Plaintiffs have retained counsel who is experienced in prosecuting
6 employment actions. Plaintiffs and their counsel are committed to vigorously
7 prosecuting this action on behalf of the class and have the financial resources necessary
8 to do so.

9 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 25. Defendants are one of the country's largest parking facility management
11 companies. They are responsible for operating the on-site parking facilities for hundreds
12 of clients throughout the country, at such locations as commercial office complexes,
13 airports, colleges and universities, hotels, shopping malls, hospitals and medical centers.

14 26. At all times relevant herein, Defendants have employed numerous
15 individuals to work as parking attendants, valets and cashiers in the parking facilities they
16 operate.

17 27. Plaintiff Diaz has been employed since February 2003 as a cashier in
18 Defendants' parking facility located at 200 Burchett Street, in Glendale, California.

19 28. Plaintiff Ahmed was employed from September 2005 until June 30, 2007 as
20 a Valet Parking Cashier in Defendants' "The Grove Valet Parking Lot," a parking facility
21 located in Los Angeles, California, and designated by Defendants as Parking Lot No.
22 2908.

23 29. Plaintiff Gebrewahid was employed from November 2005 until June 30,
24 2007 as a Valet Parking Cashier in Defendants' "The Grove Valet Parking Lot," a
25

1 parking facility located in Los Angeles, California, and designated by Defendants as
2 Parking Lot No. 2908.

3 30. Plaintiff Tocong was employed from April 2003 until July 8, 2007 as a
4 Valet Parking Attendant/Cashier in Defendants' "The Grove Valet Parking Lot," a
5 parking facility located in Los Angeles, California, and designated by Defendants as
6 Parking Lot No. 2908.

7 31. The terms and conditions of the employment of Defendants' parking
8 attendants, valets and cashiers working in California are governed by the California
9 Labor Code, as well as California Industrial Welfare Commission Wage Order 4-2001
10 (hereafter, "Wage Order 4-2001"), which sets the employment standards for professional,
11 technical, clerical, mechanical and other similar occupations.

12 32. Since at least October 1, 2002, Defendants have maintained a corporate
13 policy under which they routinely failed to provide Class Members such as Plaintiffs with
14 the meal and/or rest periods required by Wage Order 4-2001 and section 512 of the
15 California Labor Code. Defendants have also refused to compensate Class Members
16 with an additional hour of compensation for each shift they are forced to work through a
17 mandated meal or rest period, as is also required by Wage Order 4-2001 and section
18 226.7 of the California Labor Code. Defendants have also failed to provide Class
19 Members with minimum wage and overtime compensation, and accurate wage
20 statements, as required by law.

21 33. Since at least October 1, 2002, Defendants have maintained a policy and/or
22 practice of rounding off the actual amount of time worked by employees, as reflected on
23 the employees' time cards, in computing each employee's compensable time. This
24 rounding off method of computation deprived Class Members of the overtime
25

1 compensation they were legally entitled to, under sections 510 and 1198 of the California
2 Labor Code and Wage Order 4-2001, for all work in excess of 8 hours per day.

3 **FIRST CAUSE OF ACTION**
4 **(For Failure To Pay Compensation For Missed Meal And Rest Periods: Cal. Labor**
5 **Code § 226.7)**

6 34. Plaintiffs incorporate by reference and reallege paragraphs 1 through 33
7 inclusive, as though set forth fully herein.

8 35. As alleged herein, Class Members are not exempt from the meal and rest
9 period requirements of the California Labor Code and Industrial Welfare Commission
10 Wage Order 4-2001.

11 36. Since at least October 1, 2002, Defendants have refused to make available
12 for Class Members a 30 minute meal break for all shifts in excess of 5 hours, and for a
13 second 30 minute meal break for shifts in excess of 10 hours.

14 37. Since at least October 1, 2002, Defendants have refused to provide Class
15 Members with a 10 minute rest period for every 4 hours worked (or major fraction
16 thereof).

17 38. Industrial Welfare Commission Wage Order 4-2001, § 11 requires an
18 employer to pay an employee an additional hour of compensation for every shift that a
19 mandated meal period is not provided. Similarly, § 12 of Wage Order 4-2001 requires an
20 employer to pay an employee an additional hour of compensation for every shift that a
21 mandated rest period is not provided. California Labor Code section 226.7, subdivision
22 (b), likewise requires an employer to pay an employee an additional hour of
23 compensation for every shift that a meal or rest period required by the California Wage
24 Orders is not provided.
25

1 Class Members being deprived of minimum wage and overtime compensation.
2 Defendants did not Round-Up the Class Members' time, resulting in a failure to
3 compensate Class Members for all time actually worked.

4 45. Based on Defendants' conduct as alleged herein, Defendants are liable to
5 the Class Members for unpaid overtime compensation pursuant to California Labor Code
6 sections 510, 1194 and 1198, and Wage Order 4-2001, as well as for the applicable civil
7 penalties, provided for in Labor Code § 2699, subd. (f), for the past violations of
8 California Labor Code §§ 510 and 1198.

9 **THIRD CAUSE OF ACTION**
10 **(For Failure to Pay Minimum Wage: Cal. Labor Code §§ 1194, 1194.2, 1197 &**
11 **1197.1)**

12 46. Plaintiffs incorporate by reference and reallege paragraphs 1 through 45,
13 inclusive, as though set forth fully herein.

14 47. Industrial Welfare Commission Wage Order 4-2001, § 4 and California
15 Labor Code section 1197 establishes the right of employees to be paid minimum wages
16 for their work, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a)
17 provide that an employee who has not been paid the legal minimum wage as required by
18 Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and
19 costs of suit, as well as liquidated damages in an amount equal to the wages unpaid and
20 interest thereon.

21 48. At all relevant times, Defendants failed to conform their pay practices to the
22 requirements of the law. This unlawful conduct includes, but is not limited to, failing to
23 pay to Plaintiffs the minimum wage to which they were and are entitled under the
24 California Labor Code and the applicable Wage Orders.

25 49. As a result of the unlawful acts of Defendants, Plaintiffs and other Class
Members have suffered damages in amounts to be proven at trial. In addition, the Class

1 Members are entitled to injunctive relief to prevent future violation of their rights under
2 the Labor Code and the applicable Wage Orders.

3 **FOURTH CAUSE OF ACTION**
4 **(For Unfair Competition: Cal. Business & Professions Code §§ 17200, et. seq.)**

5 50. Plaintiffs incorporate by reference and reallege paragraphs 1 through 49,
6 inclusive, as though set forth fully herein.

7 51. Defendants have violated California law as alleged herein by, among other
8 things, adopting corporate policies and implementing procedures that deprive the Class
9 Members of mandated meal and rest period benefits; failing or refusing to pay the lawful
10 compensation earned by Class Members for missing mandated meal and rest periods;
11 failing or refusing to pay for time worked during times that should have been devoted to
12 meal and rest periods; and depriving Class Members of earned minimum wage and
13 overtime compensation through its Rounding-Off Method of computing compensable
14 time.

15 52. On information and belief, Plaintiffs allege that Defendants have also
16 engaged in other acts which constitute unlawful business practices. Plaintiffs will seek
17 leave to amend this complaint to allege these additional acts as may be disclosed by
18 discovery.

19 53. As a result of these acts and omissions, Defendants have been able to
20 unfairly compete with similar businesses in the State of California in violation of the
21 California Business & Professions Code § 17200, et seq.

22 54. An injunction should be issued to stop Defendants' unlawful business
23 practices. If Defendants are not enjoined from the conduct set forth above, they will
24 continue to refuse to provide meal and rest periods to the Class Members, continue to
25 refuse to pay the additional compensation owed for missed meal and rest periods, and
continue to deprive Class Members of minimum wage and overtime compensation.

1 Thus, there is threatened future harm and/or continuing violation, which justifies
2 injunctive relief.

3 55. Plaintiffs, therefore, request the Court to issue a preliminary and permanent
4 injunction:

5 (a) Ordering Defendants to cease and desist from failing and/or refusing to
6 provide mandated meal and rest periods;

7 (b) Requiring Defendants to provide the Class Members with meal and rest
8 periods, as required by the California Labor Code and Wage Order 4-2001;

9 (c) Ordering Defendants to pay the Class Members the compensation owing to
10 them under Labor Code section 226.7 and Wage Order 4-2001 for missed meal and rest
11 periods;

12 (d) Ordering Defendants to pay compensation for time worked during missed
13 meal and rest periods;

14 (e) Ordering Defendants to cease and desist from depriving its employees of
15 minimum wage and overtime compensation through its Rounding-Down Method; and

16 (f) Ordering Defendants to pay the Class Members the minimum wage
17 overtime compensation owing to them under the Labor Code and Wage Order 4-2001.

18 56. Plaintiffs further request an order requiring Defendants to disgorge and
19 restore to the Class Members all additional compensation presently owing to them under
20 California Labor Code sections 226.7 and 1194, and Wage Order 4-2001, that has thus
21 far been wrongfully withheld by Defendants.

22 **FIFTH CAUSE OF ACTION**
23 **(For Nonpayment of Wages: Labor Code §§ 204, 210, 218.5 and 218.6)**

24 57. Plaintiffs incorporate by reference and reallege paragraphs 1 through 56,
25 inclusive, as though set forth fully herein.

1 64. Defendants have failed to furnish the Class Members with itemized wage
2 statements that accurately reflect (a) the additional hour of compensation owed to Class
3 Members for each shift that a mandated meal or rest period is not provided, and (b) the
4 overtime compensation owed to Class Members, but concealed by Defendants'
5 Rounding-Off Method.

6 65. Defendants have failed to maintain records of itemized wage statements
7 that accurately reflect (a) the additional hour of compensation owed to Class Members
8 for each shift that a mandated meal or rest period is not provided, and (b) the overtime
9 compensation owed to Class Members, but concealed by Defendants' Rounding-Off
10 Method.

11 66. Defendants' failure to maintain records of, and furnish to Class Members,
12 accurate, itemized wage statements resulted in the Class Members suffering injury, as
13 said failures led to the nonpayment of the Class Members' earned compensation for
14 missed meal and rest periods, and overtime.

15 67. On information and belief, Plaintiffs allege that Defendants' said failure to
16 furnish and maintain records of accurate, itemized wage statements is, and was, knowing
17 and intentional.

18 68. Based on Defendants' conduct as alleged herein, Defendants are liable for
19 civil penalties pursuant to California Labor Code §§ 226 and 226.3, as well as for the
20 applicable civil penalties, provided for in Labor Code section 2699, subdivision (f), for
21 the past violations of California Labor Code § 226.

22 69. Pursuant to Labor Code § 226, subdivision (g), an injunction should be
23 issued to stop Defendants from violating its legal obligation to maintain records of, and
24 furnish to employees, itemized wage statements accurately reflecting (1) the additional
25 hour of compensation owed to employees for each shift that a mandated meal or rest

1 period is not provided, and (2) the overtime compensation owed to Class Members, but
2 concealed by Defendants' Rounding-Off Method. If Defendants are not enjoined from
3 the conduct set forth above, they will continue to violate its legal obligation to maintain
4 and furnish such records. Thus, there is threatened future harm and/or continuing
5 violation, which justifies injunctive relief.

6 70. Plaintiffs, therefore, request the Court to issue a preliminary and permanent
7 injunction requiring Defendants to properly maintain records of, and furnish to
8 employees, itemized wage statements accurately reflecting (1) the additional hour of
9 compensation owed to employees for each shift that a mandated meal or rest period is not
10 provided; (2) the total hours worked by these employees for missed meal periods; and (3)
11 the overtime compensation owed to Class Members, but concealed by Defendants'
12 Rounding-Off Method.

13 **EIGHTH CAUSE OF ACTION**
14 **(For Recovery of Civil Penalties under the Private Attorney General Act:**
15 **Labor Code § 2698, et seq.)**

16 71. Plaintiffs incorporate by reference and reallege Paragraphs 1 through 70,
17 inclusive, as though set forth fully herein.

18 72. Defendants have committed several Labor Code violations against the
19 Class Members in California.

20 73. Plaintiffs, each an "aggrieved employee" within the meaning of Labor Code
21 section 2698, et seq., acting on behalf of themselves and other Class Members, bring this
22 action to recover the civil penalties allowed under Labor Code section 2698, et seq.,
23 including, but not limited to, the penalties provided in Labor Code sections 558 and 2699
24 for the following knowing and intentional Labor Code violations:

25 (a) Refusing to provide meal and rest periods to the Class Members, in
violation of Labor Code sections 512 and 226.7;

1 (b) Refusing to pay the Class Members an additional hour of compensation for
2 every shift that a mandated meal or rest period is not provided, in violation of Labor
3 Code section 226.7;

4 (c) Refusing to pay the Class Members for work performed during missed
5 meal periods;

6 (d) Refusing to pay the Class Members minimum wage;

7 (e) Refusing to pay the Class Members earned overtime compensation;

8 (f) Refusing to pay all wages and compensation earned by the Class Members
9 within the time limits required under Labor Code section 204;

10 (g) Refusing to pay all wages and compensation earned by the Class Members
11 within seventy-two hours of termination, in violation of Labor Code sections 201 and
12 202; and

13 (h) Refusing to maintain records of, and furnish to Class Members, accurate,
14 itemized wage statements, in violation of Labor Code section 226.

15 74. On September 29, 2006, a letter was sent by certified mail to ABM and
16 AMPCO and the California Labor and Workforce Development Agency ("Agency")
17 giving notice of Defendants' violations of the California Labor Code, and of Plaintiff's
18 intent to bring a claim for civil penalties under California Labor Code section 2698, et
19 seq.

20 75. By letter dated November 1, 2006, the Undersecretary for the Agency
21 informed Plaintiff that the Agency will not conduct its own investigation of the
22 allegations herein, thereby allowing Plaintiff to commence with a civil action against
23 Defendants pursuant to Labor Code section 2699.

24 76. Plaintiffs were compelled to retain the services of counsel to file this court
25 action to protect their interests and those of other Class Members, and to assess and

1 collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred
2 attorneys' fees and costs, which they are entitled to recover under California Labor Code
3 section 2699.

4 PRAYER FOR RELIEF

5 WHEREFORE, Plaintiffs JOAQUIN DIAZ, ADIL AHMED, HELEN
6 GEBREWAHID and DIOSCORO TOCONG, JR. pray that this Court award relief as
7 follows:
8

- 9 1. An order certifying this case as a Class Action and appointing Plaintiffs and
10 their counsel to represent the Class;
- 11 2. Unpaid wages, and statutory penalties, according to proof;
- 12 3. Liquidated damages pursuant to California Labor Code § 1194.2(a);
- 13 4. Preliminary and permanent injunctions enjoining and restraining
14 Defendants from continuing the unfair and unlawful business practices set
15 forth above and requiring the establishment of appropriate and effective
16 means to prevent future violations;
- 17 5. Restitution of all compensation due, including but not limited to unpaid
18 wages and benefits, as a result of Defendants' unlawful and unfair business
19 practices, according to proof;
- 20 6. Declaratory relief;
- 21 7. Reasonable attorneys' fees and costs pursuant to, *inter alia*, California
22 Labor Code §§ 218.5 and 1194;
- 23 8. Interest accrued on damages and penalties, including pre-judgment interest;
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable.

DATED: December 12, 2007

LAW OFFICES OF C. JOE SAYAS, JR.

By: 

C. JOE SAYAS, JR.
KARL P. EVANGELISTA
Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA
3 COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party
to the within action. My business address is 700 N. Glendale Avenue, Suite 235, Glendale, CA 91203.

5 On December 13, 2007, I served the foregoing documents, described as:

6 **SECOND AMENDED COMPLAINT**

7 on all interested parties in said action by placing a true copy thereof in a sealed envelope addressed as:

8 **Dominic J. Messiha, Esq.**
LITTLER MENDELSON
A Professional Corporation
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Tel. (310) 712-7343
Fax (310) 553-5583

Randy Renick, Esq.
LAW OFFICES OF RANDY RENICK
The Marine Building
128 N. Fair Oaks Avenue
Pasadena, CA 91103
Tel. (626) 585-9608
Fax (626) 585-9610

11
12 **Virginia Keeny, Esq.**
HADSELL & STORMER, INC.
128 N. Fair Oaks Avenue, Suite 204
Pasadena, CA 91103
Tel. (626) 585-9600
Fax (626) 577-7079

- 13
14
15
16 (X) **BY MAIL** as follows:
17 STATE- I am readily familiar with the practice of this office's collection and processing correspondence
18 for mailing. Under that practice it is deposited with the U.S. Postal Service on that same day with postage
thereon fully prepaid at Glendale California, in the ordinary course of business. I am aware that on motion
of party served, service is presumed invalid if postal cancellation date or postage meter date is more than
one (1) day after date of deposit for mailing in affidavit.
19 () **BY PERSONAL SERVICE** as follow: I delivered or caused each such envelope to be delivered by hand
20 to the addressee (s) noted above or on the attachment herein.

21 STATE-I declare under penalty of perjury under the laws of the State of California that the above is true and
22 correct.

23 Executed on December 13, 2007, at Glendale, California

24 
KATHY GABRIEL