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11 and the Plaintiff Class

12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF MARIN**

14 KASHMIRI KANTH, individually, and
15 on behalf of all others similarly situated,

16 Plaintiffs,

17 vs.

18 SURRINDER S. UPPAL, MARIE S.
19 UPPAL, RAJIV S. UPPAL, and DOES 1
20 through 25, inclusive,

21 Defendants.

Case No.: CV 053686

CLASS ACTION

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

22 Representative Plaintiff alleges as follows:

23 **PRELIMINARY STATEMENT**

24 1. This is a class action, under Code of Civil Procedure § 382, seeking unpaid wages,
25 including unpaid overtime compensation and interest thereon, rest and meal period compensation,
26 waiting time penalties, injunctive and other equitable relief and reasonable attorneys' fees and costs,
27 under, *inter alia*, California Code of Civil Procedure § 382, Labor Code §§ 201, 202, 203, 218.5,
28

FILED

AUG 10 2005

MARIN COUNTY SUPERIOR COURT
By: R. Anderson, Deputy

1 226, 226.7, 512, 1174 and 1194, and CCP § 1021.5, on behalf of Plaintiff and all other persons who
2 are or have been employed by defendants SURRINDER S. UPPAL, MARIE S. UPPAL, RAJIV S.
3 UPPAL, and DOES 1 through 25, inclusive (collectively "UPPAL" and/or "Defendant[s]") in any
4 of UPPAL's "7-Eleven" franchised retail convenience stores in the State of California at any time
5 after the commencement of the pay period including August 10, 2001. The Representative Plaintiff,
6 on behalf of himself and the Class Members, also seeks injunctive relief and restitution of all
7 benefits UPPAL has enjoyed from its failure to pay full compensation to the general public under
8 Business and Professions Code §§ 17200-17208.

9 2. The "Class Period" is designated as the time from at least the commencement of the
10 pay period including August 10, 2001 through the trial date, based upon the allegation that UPPAL's
11 violations of California wage and hour laws, as described more fully below, have been ongoing since
12 at least this date. During the Class Period, UPPAL has had a consistent policy of (1) permitting,
13 encouraging, and/or requiring its retail employees, including Representative Plaintiff and Class
14 Members, to work in excess of eight hours per day and in excess of forty hours per week without
15 paying them overtime compensation as required by California's wage and hour laws; (2) unlawfully
16 denying Representative Plaintiff and Class Members statutorily-mandated meal and rest periods; (3)
17 willfully failing to pay compensation (including unpaid overtime) owing in a prompt and timely
18 manner to the Representative Plaintiff and/or those Class Members whose employment with UPPAL
19 terminated; and (4) willfully failing to provide Plaintiff and the Class Members with accurate
20 semimonthly itemized statements of the total number of hours each of them worked, the applicable
21 deductions and the applicable hourly rates in effect during the pay period.

22 INTRODUCTION

24 3. Nearly a hundred years ago, California enacted its first daily overtime law, thereby
25 setting California's first workday standard, long before the federal government enacted overtime
26 protections for workers.

27 4. According to findings of the California Legislature, numerous studies have linked
28 long work hours to increased rates of accident and injury and a loss of family cohesion when either

1 or both parents are kept away from home for extended periods of time, on either a daily or weekly
2 basis.

3 5. Since its inception, defendant UPPAL has operated numerous "7-Eleven" franchises,
4 each offering a variety of food, beverages, household goods and news/magazines to the public.
5 Representative Plaintiff is informed and believes and, based thereon, alleges that, within the class
6 period, UPPAL has operated numerous retail convenience stores throughout the State of California.
7 In so doing, UPPAL has employed scores of individuals in recent years alone.

8 6. Despite actual knowledge of these facts and legal mandates, UPPAL has enjoyed an
9 advantage over its competition and a resultant disadvantage to its workers by electing not to pay
10 premium (overtime) and/or "penalty" (a.k.a. "waiting time") wages to retail employees, and by
11 failing to provide them with statutorily-mandated meal and rest periods or accurate and complete
12 semimonthly itemized statements.

13 7. Representative Plaintiff is informed and believes and, based thereon, alleges that the
14 owners, officers and operators of UPPAL's "7-Eleven" franchise stores knew of these facts and legal
15 mandates, yet, nonetheless, repeatedly authorized and/or ratified the violation of the laws cited
16 herein.

17 8. Despite UPPAL's knowledge of the Plaintiff Class' entitlement to compensation
18 (including overtime pay) for hours worked and to meal and rest periods, UPPAL failed to provide
19 or require the use, maintenance or submission of accurate and complete time records by members
20 of the Plaintiff Class, in violation of California Labor Code §1174[d]. This action is brought to
21 redress and end this long-time pattern of unlawful conduct.

22 **JURISDICTION AND VENUE**

23 9. This Court has jurisdiction over Representative Plaintiff's and Class Members' claims
24 for unpaid overtime wages under Labor Code § 1194, for compensation for failure to provide meal
25 and rest periods under Labor Code §§ 226.7 and 512, for penalties for failure to pay wages of
26 discharged employees under Labor Code § 203 and for penalties for failure to provide itemized
27 statements of actual hours worked and all applicable hourly rates under Labor Code § 226.

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DEFENDANT

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2 17. At all times herein relevant, defendants SURRINDER S. UPPAL, MARIE S. UPPAL,
3 RAJIV S. UPPAL, and Does 1 through 25, inclusive (collectively referred to as "UPPAL" and/or
4 "Defendant") were individuals who owned and or operated UPPAL's "7-Eleven" franchise stores,
5 doing business in, but not limited to, the County of Marin, in the State of California.

6 18. Those defendants identified as Does 1 through 25, inclusive, are and were, at all
7 relevant times herein-mentioned, officers, directors and/or managing agents of some/each of the
8 remaining defendants.

9 19. Representative Plaintiff is unaware of the true names and capacities of those
10 defendants sued herein as Does 1 through 25, inclusive and, therefore, sues these defendants by such
11 fictitious names. Representative Plaintiff will seek leave of court to amend this Complaint when
12 same are ascertained. Representative Plaintiff is informed and believes and, on that basis, alleges
13 that each of the fictitiously-named defendants is responsible in some manner for, gave consent to,
14 ratified and/or authorized the conduct herein alleged and that Representative Plaintiff's and Class
15 Members' damages, as herein alleged, were proximately caused thereby.

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

CLASS ACTION ALLEGATIONS

20
21
22 21. Representative Plaintiff KASHMIRI KANTH brings this action on behalf of himself
23 and as a class action on behalf of all persons or entities similarly situated and proximately damaged
24 by UPPAL's conduct as set forth herein, including, but not necessarily limited to the following Class:

25 All persons who are/were employed by SURRINDER S. UPPAL,
26 MARIE S. UPPAL, RAJIV S. UPPAL at California "7-Eleven" retail
27 convenience stores at any time between August 10, 2001 and the
28 present.

22. Defendants, their officers and directors are excluded from each of the Class.

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

4
5 a. Numerosity: A class action is the only available method for the fair and
6 efficient adjudication of this controversy. The members of the class are so
7 numerous that joinder of all members is impractical, if not impossible, insofar
8 as Representative Plaintiff is informed and believes and, on that basis, alleges
9 that the total membership in the class is in the dozens of individuals.
10 Membership in the Class will be determined upon analysis of employee and
11 payroll, among other, records maintained by UPPAL.

12 b. Commonality: The Representative Plaintiff and the Class Members share a
13 community of interests in that there are numerous common questions and
14 issues of fact and law which predominate over any questions and issues solely
15 affecting individual members, including, but not necessarily limited to:

16 i. whether defendant UPPAL violated IWC Wage Orders and/or Labor
17 Code § 510 by failing to pay overtime compensation to retail
18 employees who worked in excess of forty hours per week and/or eight
19 hours per day.

20 ii. whether defendant UPPAL violated Business and Professions Code
21 § 17200 by failing to pay overtime compensation to retail employees
22 who worked in excess of forty hours per week and/or eight hours per
23 day and engaging in other unfair, unlawful and/or fraudulent business
24 practices.

25 iii. whether defendant UPPAL violated Labor Code §§ 226.7 and/or 512
26 by violating California wage and hour laws failing to consistently
27 provide meal and rest periods to its retail employees.

28 iv. whether defendant UPPAL violated Labor Code § 1174 by failing to
keep accurate records of employees' hours of work.

 v. whether defendant UPPAL violated Labor Code §§ 201-203 by
failing to pay overtime wages due and owing at the time that certain
Class Members' employment with Defendant terminated.

 vi. whether defendant UPPAL violated Labor Code § 226 by failing to
provide accurate semimonthly itemized statements to Class Members
of total hours worked by each and all applicable hourly rates in effect
during the pay period.

 vii. whether Representative Plaintiff and the Class Members are entitled
to "waiting time" penalties, pursuant to Labor Code § 203.

 c. Typicality: The Representative Plaintiff's claims are typical of the claims of
the Class. The Representative Plaintiff and all members of the Class

1 sustained injuries and damages arising out of and caused by defendant
2 UPPAL's common course of conduct in violation of law, as alleged herein.

3 d. Superiority of Class Action: Since the damages suffered by individual Class
4 Members, while not inconsequential, may be relatively small, the expense
5 and burden of individual litigation by each member makes or may make it
6 impractical for members of the Class to seek redress individually for the
7 wrongful conduct alleged herein. Should separate actions be brought or be
8 required to be brought by each individual member of the Class, the resulting
9 multiplicity of lawsuits would cause undue hardship and expense for the
10 Court and the litigants. The prosecution of separate actions would also create
11 a risk of inconsistent rulings, which might be dispositive of the interests of
12 other Class Members who are not parties to the adjudications and/or may
13 substantially impede their ability to adequately protect their interests.

14 e. Adequacy of Representation: The Representative Plaintiff in this class action
15 is an adequate representative of the Class, in that the Representative
16 Plaintiff's claims are typical of those of the Class and the Representative
17 Plaintiff has the same interests in the litigation of this case as the Class
18 Members. The Representative Plaintiff is committed to vigorous prosecution
19 of this case, and has retained competent counsel, experienced in litigation of
20 this nature. The Representative Plaintiff is not subject to any individual
21 defenses unique from those conceivably applicable to the Class as a whole.
22 The Representative Plaintiff anticipates no management difficulties in this
23 litigation.

24 COMMON FACTUAL ALLEGATIONS

25 24. As described herein, UPPAL has, for years, knowingly failed to adequately
26 compensate retail employees within the class definitions identified above for all wages (including
27 overtime wages) due, thereby enjoying a significant competitive edge over other businesses within
28 its industry. Even upon termination or resignation of the employment of numerous class members,
UPPAL has declined to pay these wages, in blatant violation of California Labor Code §§ 201 and/or
202.

29 25. Furthermore, despite its knowledge of the Representative Plaintiff's and the Class
30 Members' entitlement to premium (overtime) pay for excess hours worked, UPPAL violated
31 California Labor Code § 1174[d] by failing to provide or require the use, maintenance or submission
32 of time records by members of the Plaintiff Class. UPPAL also failed to provide Representative
33 Plaintiff and members of the Plaintiff Class with accurate semimonthly itemized statements of the
34 total number of hours worked by each and all applicable hourly rates in effect during the pay period
35 in violation of California Labor Code § 226. In so doing, UPPAL has not only failed to pay its

1 workers the full amount of compensation due, it has, until now, effectively shielded itself from its
2 employees' scrutiny for its unlawful conduct by concealing the magnitude (i.e., the full number of
3 hours worked) and financial impact of its wrongdoing.

4 26. California Labor Code §§ 201 and 202 require defendant UPPAL to pay its employees
5 all wages due immediately upon discharge. California Labor Code § 203 provides that, if an
6 employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay
7 the subject employees' wages until the back wages are paid in full or until an action is commenced.
8 The penalty cannot exceed 30 days of wages.

9 27. Representative Plaintiff and all persons similarly situated are entitled to unpaid
10 compensation, yet, to date, have not received such compensation.

11 28. More than 30 days have passed since certain class members have left defendant
12 UPPAL's employ.

13 29. As a consequence of defendant UPPAL's willful conduct in not paying compensation
14 for all hours worked and not paying for denied meal and rest periods, certain class members are
15 entitled to 30 days wages as a penalty under Labor Code § 203, together with interest thereon and
16 attorneys' fees and costs.

17 30. As a direct and proximate result of UPPAL's unlawful conduct, as set forth herein,
18 Representative Plaintiff and particular Class Members have sustained damages, as described above,
19 including, but not limited to a loss of earnings for hours of overtime worked on behalf of Defendants,
20 in an amount to be established at trial. As a further direct and proximate result of Defendant's
21 unlawful conduct, as set forth herein, certain Class Members herein are entitled to recover "waiting
22 time" penalties/wages (pursuant to California Labor Code § 203) and penalties for failure to provide
23 semimonthly statements of actual hours worked and all applicable hourly rates (pursuant to Labor
24 Code § 226) in an amount to be established at trial. As a further direct and proximate result of
25 Defendant's unlawful conduct, as set forth herein, Representative Plaintiff and the Plaintiff Class
26 are also entitled to recover costs and attorneys' fees, pursuant to statute.

27 ///

28 ///

FIRST CAUSE OF ACTION
UNLAWFUL FAILURE TO PAY REQUIRED OVERTIME
(California Labor Code § 510)

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

32. During the time period beginning as of the commencement of the pay period including August 10, 2001 and continuing through the present, Representative Plaintiff and the Class Members worked in excess of eight hours in a workday and/or forty hours in a workweek. The precise number of hours will be proven at trial.

33. During said time period, defendant UPPAL refused to compensate Representative Plaintiff and the Class Members for some and/or all of the overtime wages earned in violation of applicable Wage Order(s) and the California Labor Code.

34. During said time period, particular Class Members herein were employed by and were thereafter terminated or resigned from their positions with UPPAL, yet were not paid all premium (overtime) and/or other wages due upon said termination or within seventy-two hours of said resignation of employment therefrom. Said non-payment was the direct and proximate result of a willful refusal to do so by Defendant.

35. At all relevant times, Defendant was aware of and was under a duty to comply with various provisions of the California Labor Code. Some of these Labor Code provisions include(d):

- a. Labor Code §203: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."
- b. Labor Code § 226: "Every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing . . . (2) total hours worked by the employee... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."
- c. Labor Code §510: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day or work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate

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of pay for an employee”

- d. Labor Code § 1194: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.
- e. Labor Code §1198: “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
- f. Labor Code §1199: “Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who . . . (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. . . .[or] (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.”

36. By refusing to compensate Representative Plaintiff and the Class Members for overtime wages earned, Defendants violated those California Labor Code provisions cited herein, as well as various IWC Wage Order provisions.

37. As a direct and proximate result of Defendant’s unlawful conduct, as set forth herein, Representative Plaintiff and the Class Members have sustained damages, including loss of earnings for hours of overtime worked on behalf of Defendant, in an amount to be established at trial. As a further direct and proximate result of Defendant’s unlawful conduct, as set forth herein, some Class Members are entitled to recover “waiting time” penalties/wages, in an amount to be established at trial, as well as costs and attorneys’ fees, pursuant to statute.

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

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

39. Representative Plaintiff further brings this cause of action on behalf of the general public, seeking equitable and statutory relief to stop the misconduct of Defendant, as complained of

1 herein, and to seek restitution from Defendant of all amounts illegally obtained through the unfair,
2 unlawful and fraudulent business practices described herein.

3 40. The knowing conduct of Defendant, as alleged herein, constitutes an unfair, unlawful
4 and/or fraudulent business practice, as set forth in California Business & Professions Code §§ 17200-
5 17208. Specifically, Defendant conducted business activities while failing to comply with the legal
6 mandates cited herein.

7 41. Defendant's knowing failure to adopt policies in accordance with and/or adhere to
8 these laws, all of which are binding upon and burdensome to Defendant's competitors, engenders
9 an unfair competitive advantage for Defendant, thereby constituting an unfair business practice, as
10 set forth in California Business & Professions Code §§ 17200-17208.

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

16
17 **THIRD CAUSE OF ACTION**
18 **FAILURE TO PROVIDE MEAL AND REST PERIODS**
(California Labor Code §§ 226.7 and § 512)

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

21 44. California Labor Code § 512 provides:

22 An employer may not employ an employee for a work period of more
23 than five hours per day without providing the employee with a meal
24 period of not less than 30 minutes, except that if the total work period
25 per day of the employee is no more than six hours, the meal period
26 may be waived by mutual consent of both the employer and
27 employee. An employer may not employ an employee for a work
28 period of more than 10 hours per day without providing the employee
with a second meal period of not less than 30 minutes, except that if
the total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the
employee only if the first meal period was not waived.

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1 45. At all relevant times, Defendant was aware of and was under a duty to comply with
2 California Labor Code § 512 as well as California Labor Code § 226.7.

3 46. Specifically, California Labor Code § 226.7 provides:
4 (a) No employer shall require any employee to work during any meal
5 or rest period mandated by an applicable order of the Industrial
6 Welfare Commission.
7 (b) If an employer fails to provide an employee a meal period or rest
8 period in accordance with an applicable order of the Industrial
9 Welfare Commission, the employer shall pay the employee one
10 additional hour of pay at the employee's regular rate of compensation
11 for each work day that the meal or rest period is not provided.

12 47. One or more Industrial Welfare Commission Wage Orders mandates that Defendant
13 authorize and permit ten minutes of "net rest time" for every four hours of work "or major fraction
14 thereof" for non-exempt employees such as Representative Plaintiff and members of the Plaintiff
15 Class.

16 48. By failing to consistently provide meal and rest periods to Representative Plaintiff
17 and Class Members, Defendant violated these California Labor Code provisions.

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

24 **FOURTH CAUSE OF ACTION**
25 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
26 **(California Labor Code § 226)**

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

51. California Labor Code § 226(a) provides:
Each employer shall semimonthly, or at the time of each payment of wages, furnish each of his or her employees either as a detachable part of the check, draft or voucher paying the employee's wages, or

1 separately when wages are paid by personal check or cash, an
2 itemized wage statement in writing showing: (1) gross wages earned;
3 (2) total number of hours worked by each employee whose
4 compensation is based on an hourly wage; (3) all deductions;
5 provided, that all deductions made on written orders of the employee
6 may be aggregated and shown as one item; (4) net wages earned;
7 (5) the inclusive date of the period for which the employee is paid; (6)
8 the name of the employee and his or her social security number; and
9 (7) the name and address of the legal entity which is the employer.

6 52. California Labor Code § 226(e) provides:

7 An employee suffering injury as a result of a knowing and intentional
8 failure by an employer to comply with subdivision (a) is entitled to
9 recover the greater of all actual damages or fifty dollars (\$50) for the
10 initial pay period in which a violation occurs and one hundred dollars
11 (\$100) per employee for each violation in a subsequent pay period,
12 not exceeding an aggregate penalty of four thousand dollars (\$4,000),
13 and is entitled to an award of costs and reasonable attorney's fees.

11 53. Representative Plaintiff seeks to recover actual damages (including prospective
12 damages associated with filing restatements of earnings with taxing and/or other authorities), costs
13 and attorneys' fees under this section on behalf of himself and the Plaintiff Class.

14 54. Defendant UPPAL failed to provide timely, accurate and complete itemized wage
15 statements to Representative Plaintiff and the Plaintiff Class in accordance with Labor Code §
16 226(a). Plaintiff and the Plaintiff Class have suffered injuries due to this unlawful conduct insofar
17 as they have lost use of the compensation due, were forced to bring this action to redress these
18 violations, were forced to file inaccurate wage information with government agencies and, should
19 this action be successful, may be required to restate earnings for prior years and/or incur time and
20 costs in so doing.

21 55. None of the statements provided by Defendant has accurately reflected the total
22 number of hours worked, the actual gross wages earned, the net wages earned, or the appropriate
23 deductions.

24
25 **RELIEF SOUGHT**

26 **WHEREFORE, the Representative Plaintiff, on behalf of himself and the proposed Class,**
27 **prays for judgment and the following specific relief against Defendants, and each of them,**
28 **("UPPAL") jointly and separately, as follows:**

- 1 1. For an Order certifying the proposed Class and/or any other appropriate subclasses
2 under Code of Civil Procedure § 382;
- 3 2. That defendant UPPAL is found to have violated the overtime provisions of the Labor
4 Code as to the Representative Plaintiff and the Class;
- 5 3. That defendant UPPAL is found to have violated Labor Code §§ 226.7 and 512 for
6 willful failure to provide meal periods, including second meal periods, and rest periods;
- 7 4. That defendant UPPAL is found to have violated the record keeping provisions of
8 Labor Code §§ 226(a) and 1174(d) as to Representative Plaintiff and the Class and for willful failure
9 to provide accurate semimonthly itemized statements thereto;
- 10 5. That defendant UPPAL is found to have violated Labor Code §§ 201 and 202 for
11 willful failure to pay all compensation owed at the time of termination of employment to particular
12 members of the Plaintiff Class;
- 13 6. That defendant UPPAL is found to have violated Business and Professions Code
14 § 17200 by failing to pay Representative Plaintiff and Class Members overtime compensation,
15 failing to provide Representative Plaintiff and Class Members their meal and/or rest periods, failing
16 to pay "waiting time" penalties and/or by failing to provide accurate and complete itemized wage
17 statements;
- 18 7. An award to Representative Plaintiff and the Plaintiff Class of damages for the
19 amount of unpaid overtime compensation, the amount of compensation due as a result of
20 Defendant's failure to provide meal and rest periods, the amount of prospective damages associated
21 with filing restatements of earnings with taxing and/or other authorities, and related damages,
22 including interest thereon, and penalties in an amount to be proven at trial;
- 23 8. That defendant UPPAL be ordered to pay restitution to Representative Plaintiff and
24 the Plaintiff Class due to defendant UPPAL's unfair, unlawful and/or fraudulent business activities,
25 pursuant to Business and Professions Code §§ 17200-08;
- 26 9. That defendant UPPAL further be enjoined to cease and desist from unfair, unlawful
27 and/or fraudulent business activities in violation of Business and Professions Code § 17200;
- 28 10. For all other Orders, findings and determinations identified and sought in this

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- Complaint;
- 11. For interest on the amount of any and all economic losses, at the prevailing legal rate;
 - 12. For reasonable attorneys' fees, pursuant to California Labor Code §§218.5 and 1194 and/or California Civil Code §1021.5; and
 - 13. For costs of suit; and
 - 14. For any and all such other relief as the Court deems just and proper.

Dated: August 10, 2005

SCOTT COLE & ASSOCIATES, APC

By: Clyde H. Charlton
Clyde H. Charlton, Esq.

Attorneys for the Representative Plaintiff
and the Plaintiff Class