

Ricky Lau Statement
Peralta College Board of Trustees Meeting
February 10, 2009

My name is Ricky Lau. I am proud to be a state-certified electrician. I worked at NBC General Contractors from about June 2007 to June 2008. I and 3 other electricians who worked for NBC have filed a class action lawsuit to get justice for all mistreated workers.

During our time with NBC, we worked long, hard hours, almost always on public construction projects. In the summer, we typically worked 12 hours a day, 7 days a week. In the winter, we typically worked 10 hours a day, 6 days a week.

We are mainly Cantonese speakers. While working at NBC, we thought something was wrong with the way NBC paid us, but we were not sure exactly what. When a bilingual compliance officer spoke with us, we learned our rights under state law, and that NBC was cheating us out of our wages.

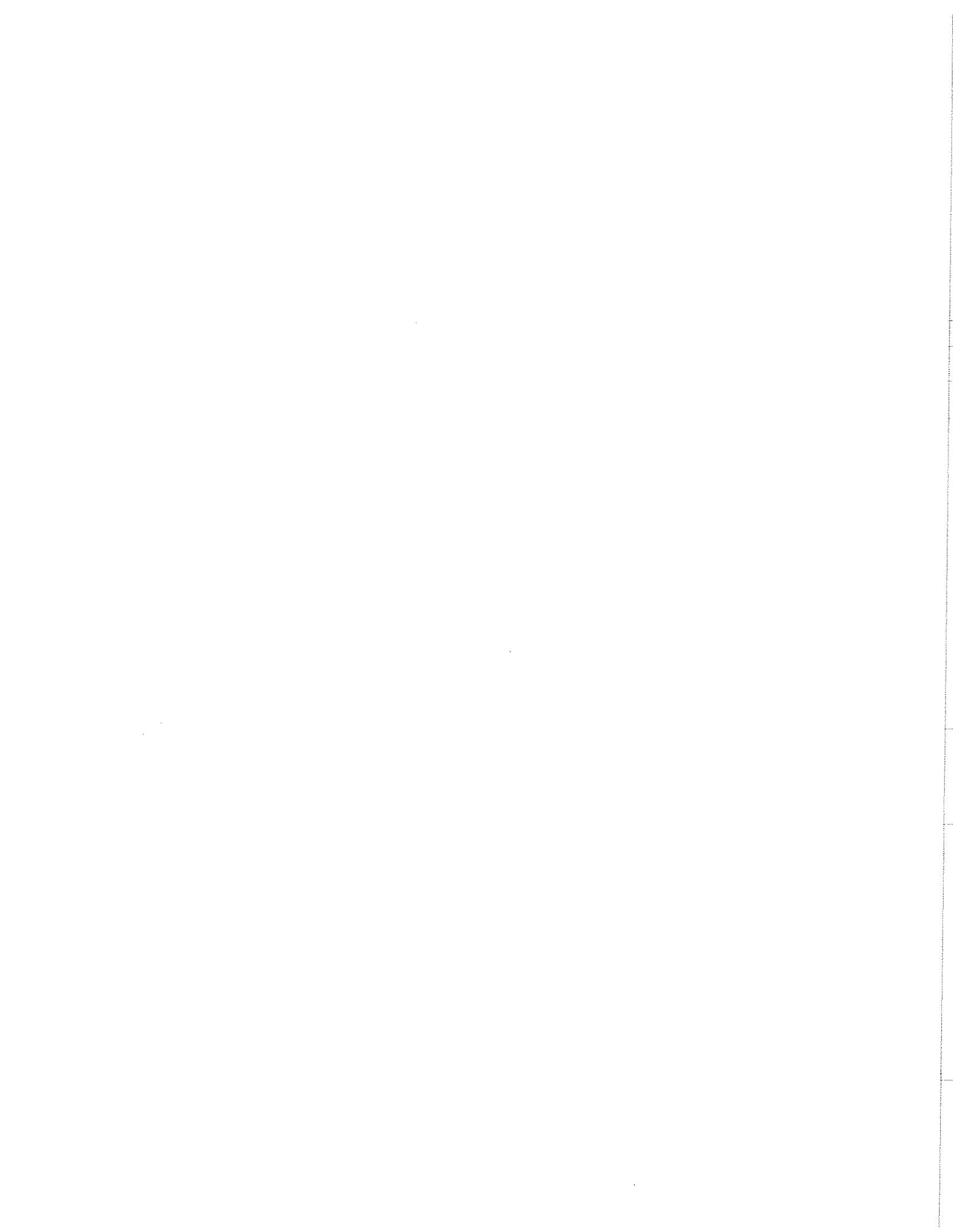
We were paid only a fraction of the prevailing wage and almost no overtime. Many construction workers were paid less than one-quarter of the prevailing wage. That was wrong.

NBC made us sign fake time cards that were blank or filled in with false hours to get our paychecks. That was wrong.

We had to sign safety meeting attendance sheets for meetings that were never held and they failed to provide us with adequate safety equipment. That was wrong.

Of the many construction projects we worked on two were with the Peralta Community College. These were the Beginners Inn at Laney College and Building A at Alameda College. On both of these projects, which taxpayers helped pay for, we had our wages stolen from us.

Employers should not take advantage of workers just because they can't speak English well. We worked so hard for long hours because we have families to support and are struggling to make ends meet. We deserve to be treated fairly.



Wage Document #1: Time Card Submitted by Employee for Hours Worked

Notes on Time Card

12/31/07 - 1/02/08 PAY PERIOD ENDING

NO. 24
NAME Ricky Lau

EXTRA TIME		REGULAR TIME	
Laney 700km LO 530pm	1st DAY	A.M.	N
		NOON	OUT
		P.M.	IN
OFF	2nd DAY	A.M.	N
		NOON	OUT
		P.M.	IN
Laney 700 530 700	3rd DAY	A.M.	N
		NOON	OUT
		P.M.	IN
700 530 700	4th DAY	A.M.	N
		NOON	OUT
		P.M.	IN
530 700	5th DAY	A.M.	N
		NOON	OUT
		P.M.	IN
LO 530	6th DAY	A.M.	N
		NOON	OUT
		P.M.	IN
OFF	7th DAY	A.M.	N
		NOON	OUT
		P.M.	IN
TOTAL		TOTAL	

- This time card was completed by the employee and submitted to his foreman. The foreman wrote in the rate of pay and the amount of hours worked.
- During the two-week period shown on the time card (the first column is week ending 1/06/08 and the second column is week ending 1/13/08) the employee worked a total of 110 hours.
- As per California Labor Code, the 110 hours should consist of 80 hours at the regular rate of pay and 30 hours at the overtime rate of pay.
- NBC set the rate of pay for the employee (indicated in the upper left-hand corner, above the 'NAME') at \$25.00/hour.
- 'Laney' refers to the Peralta Community College District Project at Laney College, also known as the 'Beginners Inn Culinary Kitchen'.



Wage Document #4: Certified Weekly Payroll Report for Week Ending 1/06/08

CERTIFIED PAYROLL REPORT

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01/16/08

C General Contractors Corp.
10th Street, Second Floor
Oakland, CA 94607

JOB: Beginner's Inn Culinary Kitch (1514)
900 Fallon Street
Building E
Oakland, CA 94607

PAY DATE: 01/11/08
WEEK ENDING: 01/06/08

#: 713489

CRAFT	HRS	12/31/07	01/01/08	01/02/08	01/03/08	01/04/08	01/05/08	01/06/08	TOTAL	RATE	AMOUNT	
penter	REG	0.00	0.00	8.00	8.00	7.00	0.00	0.00	23.00	52.05	1197.27	
	1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	2.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	FRING											
FIT:	48.57	SIT:	2.44					CHECK # -	WAGES THIS JOB:		1197.27	
DC SEC:	74.23	OTH ST TX:	9.58					15875	TOTAL GROSS:		1197.27	
DICARE:	17.36									TOTAL DEDUCTIONS:		152.18
										TOTAL NET PAY:	1045.09	

EMPLOYEE # 279 EXEMPTIONS: 4
 SOCIAL SECURITY # [REDACTED] SEX: M
 RACE: Asian

CRAFT	HRS	12/31/07	01/01/08	01/02/08	01/03/08	01/04/08	01/05/08	01/06/08	TOTAL	RATE	AMOUNT	
penter	REG	0.00	0.00	8.00	8.00	0.00	0.00	0.00	16.00	52.05	832.88	
	1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	2.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	FRING											
FIT:	0.00	SIT:	0.00					CHECK # -	WAGES THIS JOB:		832.88	
DC SEC:	51.64	OTH ST TX:	6.66					15896	TOTAL GROSS:		832.88	
DICARE:	12.08									TOTAL DEDUCTIONS:		70.38
										TOTAL NET PAY:	762.50	

EMPLOYEE: Lau, Ricky T. EMPLOYEE # 277 EXEMPTIONS: 3
 SOCIAL SECURITY # [REDACTED] SEX: M
 RACE: Asian

CRAFT	HRS	12/31/07	01/01/08	01/02/08	01/03/08	01/04/08	01/05/08	01/06/08	TOTAL	RATE	AMOUNT	
te wireman	REG	0.00	0.00	8.00	8.00	8.00	0.00	0.00	24.00	65.23	1565.52	
	1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	2.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	FRING											
FIT:	98.19	SIT:	10.80					CHECK # -	WAGES THIS JOB:		1565.52	
DC SEC:	97.06	OTH ST TX:	12.52					15874	TOTAL GROSS:		1565.52	
DICARE:	22.70									TOTAL DEDUCTIONS:		241.27
										TOTAL NET PAY:	1324.25	



Wage Document #5: Certified Weekly Payroll Report for Week Ending 1/13/08

CERTIFIED PAYROLL REPORT

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01/16/08

General Contractors Corp.
10th Street, Second Floor
Oakland, CA 94607

JOB: Beginner's Inn Culinary Kitch (1514)
900 Fallon Street
Building E
Oakland, CA 94607

PAY DATE: 01/18/08
WEEK ENDING: 01/13/08

Employee #: 713489

FIT:	90.31	SIT:	9.67	CHECK # -	WAGES THIS JOB:	416.44
DC SEC:	85.46	OTH ST TX:	11.03	15943	TOTAL GROSS:	1378.32
DICARE:	19.99				TOTAL DEDUCTIONS:	216.46
					TOTAL NET PAY:	1161.86

EMPLOYEE: Lau, Ricky T.

EMPLOYEE #: 277

EXEMPTIONS: 3

SOCIAL SECURITY # [REDACTED]

SEX: M

RACE: Asian

CRAFT	HRS	01/07/08	01/08/08	01/09/08	01/10/08	01/11/08	01/12/08	01/13/08	TOTAL	RATE	AMOUNT
side wireman	REG	0.00	0.00	0.00	8.00	8.00	0.00	0.00	16.00	65.23	1043.68
		1.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		2.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	FRING										

FIT:	33.21	SIT:	0.00	CHECK # -	WAGES THIS JOB:	1043.68
DC SEC:	64.71	OTH ST TX:	8.35	15924	TOTAL GROSS:	1043.68
DICARE:	15.13				TOTAL DEDUCTIONS:	121.40
					TOTAL NET PAY:	922.28

Notes on Certified Weekly Payroll Reports

- Certified Weekly Payroll Reports (CPRs) are required from all contractors performing work on public works jobs as per State of California Labor Code section 1776. All CPRs are to contain the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid. As per the Labor Code, "Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury..."
- NBC reported that the employee worked only 40 hours for the two week period (24 hours for week ending 1/06/08 and 16 hours for week ending 1/13/08) as compared to the 110 hours listed on the time card.
- For both of the weeks, NBC listed all the employee's hours on the CPRs as straight-time hours; they reported no overtime hours, although the time card indicates that they worked 30 hours of overtime.
- It appears that the company may be calculating the amount of hours to put on the official record (Pay stubs and CPRs) using the following methodology. First they take the actual number of hours worked (110 listed on the time card) and multiply it by the hourly rate they actually pay the worker (\$25.00). This amount, which is equal to \$2,750, is then divided by the actual Prevailing Wage rate of \$65.23/hour, which equals 42.16. Both the pay stubs and CPRs listed 40 hours, and the 2.16 hour difference could be attributable to rounding or another accounting technique.



East Bay Business Times - August 12, 2008

<http://eastbay.bizjournals.com/eastbay/stories/2008/08/11/daily40.html>

EAST BAY BUSINESS TIMES

Tuesday, August 12, 2008 - 4:43 PM PDT

Former employees sue Oakland contractor NBC General

East Bay Business Times

NBC General Contractors Corp., an Oakland construction company that is working on several publicly funded projects in the city's downtown, has been hit with a lawsuit filed by former employees seeking millions of dollars for prevailing-wage, overtime, meal break and safety violations.

The suit arises out of an investigation by the Northern California Electrical Construction Industry Labor Management Cooperative Trust, a Concord-based organization set up by the International Brotherhood of Electrical Workers Local Union 595 and the National Electrical Contractors Association.

NBC General became the subject of the organization's scrutiny because some contractors perceived its bids on projects were often lower than others and that prompted questions about whether its books truly reflected hours worked, said the partnership's Alameda County compliance officer, Andreas Cluver. The union group wasn't able to investigate efficiently, however, until it made contact with a Cantonese-speaking organizer who understood the language and culture of many of the NBC General workers.

NBC General has worked on a host of publicly financed projects over the years, including several schools in Alameda, El Cerrito City Hall, Walnut Creek City Hall and its fire department, and Sanchez Elementary School, Mission Neighborhood Health Center, and Moscone Clubhouse in San Francisco.

NBC General is currently a subcontractor on the Fox Courts housing project, an affordable-housing development in Oakland, as well as general contractor on a remodel of the Beginner's Inn restaurant at Laney College, a library on 81st Avenue in East Oakland, and a renovation of the College of Alameda.

These current projects represent approximately \$30 million of work, according to Cluver.

The suit filed July 17 in Alameda Superior Court seeks to represent a group of what is probably about 150 workers who worked on NBC General projects for a period of four years, from July 2004 to the present, said plaintiff attorney Sharon Seidenstein. A judge would have to grant class-action status.

“The company is working on prevailing-wage jobs and they are not paying the prevailing wage,” said Seidenstein. “They are also working them extremely long hours; for instance, during the summer the workers are alleged to be working 12-hour days, seven-day weeks, with no overtime.”

Also named in the complaint is J.H. Fitzmaurice Inc., the Emeryville-based firm that is the general contractor for the Fox Courts housing project.

It is unclear how much plaintiffs will recoup if they prevail, although Seidenstein said it could be “millions.”

Cluver stated that he had calculated about \$6.6 million in underpayments to workers, based solely on his calculations and not taking into account any penalties a court might issue.

Monica Mui Ung, president and CEO of Oakland-based NBC General, and J.H. Fitzmaurice, did not immediately return telephone calls seeking comment on Tuesday.

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Contractor accused of shorting pay

■ Company sued by workers who say they were forced to sign false timecards, accept wages lower than standards

By Paul T. Rosynsky
STAFF WRITER

OAKLAND — A general contractor hired by cities around the Bay Area to build things from schools to city halls is being sued by its workers, who claim the company didn't follow the state's prevailing wage law and forced them to sign false timecards.

In a lawsuit filed July 17 in Alameda County Superior Court, NBC General Contractors Corp. is accused of ignoring state labor laws by paying

its workers minimum wage rather than a predetermined rate required for public works projects.

In addition, NBC General Contractors is accused of failing to pay its workers overtime, forcing them to sign fake timecards in order to receive paychecks and refusing to provide wage statements when requested by employees.

"The violations that we are aware of seem to date back many years," said Oakland-based attorney Sharon Seidenstein, who filed the lawsuit along with labor attorney Elynn Moscovitz. "The workers in this suit are fighting for justice ... and are demanding that NBC abide by the state's labor laws."

In general, state law requires con-

tractors working on public works projects to pay their workers a set rate dependent on their job and skill level.

In Alameda County, prevailing wages for construction workers range from \$10 an hour for a water well driller helper to \$48 an hour for an electrician specializing in cable splicing and welding, according to the state's Department of Industrial Relations.

State law also requires all employers to pay workers overtime if the worker was on the job for more than 40 hours in one workweek.

But, according to the lawsuit, NBC General Contractors paid its workers below the prevailing rate with hourly wages ranging from \$8 to \$25 and

refused to pay overtime even though many workers were required to report to a job site seven days a week.

Workers became aware of the violations after several left NBC General Contractors and became members of the IBEW Local 595 union in San Francisco. The union, according to a news release, notified NBC General Contractors workers that they were being mistreated.

Representatives of Oakland-based NBC General Contractors could not be reached for comment.

The company's Web site lists five projects it has worked on for area school districts for a total of \$11.8 million. Those include the modernization of Skyline High School, Piedmont Elementary School, and

New Highland Elementary School Oakland; Mt. Diablo High School Concord; and Reed Union Schools Tiburon.

The lawsuit states that the company has also worked on several projects for the Alameda Unified School District, Laney College, Walnut Creek City Hall and schools in San Francisco.

Seidenstein said the class-action lawsuit would potentially represent about 150 workers and seeks to recover millions of dollars in wages not paid and damages.

Reach Paul T. Rosynsky at 510-208-6455 or prosynsky@bayareanews-group.com.



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ENDORSED
FILED
ALAMEDA COUNTY
JUL 17 2008
CLERK OF THE SUPERIOR COURT
By E. BAKER

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 ALAMEDA COUNTY

13 RICKY LAU, KARL KAI DENG, YONG
14 BANG CAI, AND SAI XIONG KUANG,
15 individually and on behalf of all others
16 similarly situated,

17 PLAINTIFFS,

18 vs.

19 N B C GENERAL CONTRACTORS
20 CORP., J. H. FITZMAURICE INC. and
21 DOES 1-750,

22 Defendants.

23 CLASS ACTION

24 CASE NO.:

25 **108398774**

26 CLASS ACTION COMPLAINT FOR
27 UNFAIR BUSINESS PRACTICES,
28 VIOLATIONS OF LABOR CODE,
INJUNCTIVE RELIEF, AND ATTORNEYS
FEES

DEMAND FOR JURY TRIAL

BY FAX

29 INTRODUCTION

30 PLAINTIFFS RICKY LAU, KARL KAI DENG, YONG BANG CAI, AND SAI XIONG
31 KUANG suing on behalf of themselves and others similarly situated, bring this action against
32 NBC GENERAL CONTRACTORS CORP. ("Defendant" or "NBC") and J.H. FITZMAURICE
33 INC. and other as of yet unnamed defendants, alleging unfair business practices and violations of
34 the California Labor Code. PLAINTIFFS RICKY LAU, KARL KAI DENG, YONG BANG CAI,
35 AND SAI XIONG KUANG bring this action as a class action on behalf of themselves and others
36 similarly situated for Defendant's failure to pay wages, failure to pay overtime, failure to pay

1 prevailing wages, and other Labor Code violations. Defendant NBC worked its employees on
2 public works jobs ten to twelve hours per day, six to seven days per week, at pay rates a fraction
3 of the minimum wage required for prevailing wage work. Defendant attempted to cover up its
4 unlawful scheme to underpay workers by forcing workers to sign fake time cards in order to
5 receive paychecks. PLAINTIFFS seek damages, restitution, statutory penalties, and declaratory
6 and injunctive relief, including an equitable accounting, attorneys' fees, and costs of suit.
7

8 THE PARTIES

9 1. PLAINTIFF RICKY LAU is an adult who has been employed in California by
10 NBC from approximately June 2007 until June 2008 as an inside wireman.

11 2. PLAINTIFF KARL KAI DENG is an adult who has been employed in California
12 by NBC from approximately 2002 until June 2008 as an inside wireman.

13 3. PLAINTIFF YONG BANG CAI is an adult who has been employed in California
14 by NBC from approximately 2001 until January 2005 and approximately September 2005 to
15 March 2006 as an inside wireman.

16 4. PLAINTIFF SAI XIONG KUANG is an adult who has been employed in
17 California by NBC from approximately 1999 until January 2005 as an inside wireman.

18 5. NBC GENERAL CONTRACTORS CORP. (NBC) is a corporation doing
19 business in California, and is a "person" as defined by California Labor Code §18, and by
20 California Business and Professions Code §17201. NBC is an "employer" as defined by both the
21 California Labor Code and the California Industrial Welfare Commission's orders regulating
22 wages, hours, and working conditions.

23 6. J.H. FITZMAURICE Inc. (FITZMAURICE) is a corporation doing business in
24 California, and is a "person" as defined by California Labor Code §18, and by California
25 Business and Professions Code §17201. Fitzmaurice is an "employer" as defined by both the
26 California Labor Code and the California Industrial Welfare Commission's wage orders
27 regulating wages, hours, and working conditions.
28

1 Industrial Welfare Commission Wage Order 16-2001 (hereinafter "Wage Order 16"), and 8 CCR
2 §11160(2)(C).

3 13. Public works construction is regulated by the Department of Industrial Relations,
4 Department of Labor Standards Research ("DLSR") which, pursuant to Labor Code §§1770,
5 1773 and 1773.1, determines the prevailing per diem wage, the appropriate job classification
6 through "Scope of Work" and determines the rate of pay, including overtime pay rates and
7 benefits, that shall be paid to certain crafts of employees, including carpenters, inside wiremen,
8 plumbers and other general trade and craft workers.

9 14. Defendant NBC has provided services on "Public Works" construction projects as
10 defined by California Labor Code §1720, including, but not limited to Edison Elementary School
11 in Alameda, Otis Elementary School in Alameda, Donald Lum Elementary School in Alameda,
12 El Cerrito City Hall, Laney College in Oakland, City College of Alameda, Fox Court Projects in
13 Oakland, Skyline High School in Oakland, Sanchez Middle School in San Francisco, Mission
14 Neighborhood Health Center in San Francisco, the Fire Department in Daly City, Walnut Creek
15 City Hall and Police Department, Moscone Clubhouse in San Francisco, and three elementary
16 schools in Tiburon.

17 15. Defendant NBC failed to pay the correct minimum prevailing wage rate to
18 PLAINTIFFS and other members of the proposed class on public works jobs. The vast majority
19 of NBC's work is public works, yet Defendant paid workers at rates ranging from approximately
20 \$8 to \$25 per hour, when Defendant should have been paying prevailing wages, including for
21 overtime.

22 16. California Labor Code §510 provides, *inter alia*, that eight hours of labor
23 constitutes a day's work, and that any work in excess of eight hours in one workday and any
24 work in excess of 40 hours in one workweek must be compensated at an overtime rate of one
25 and one-half times the regular rate of pay of the employee. Wage Order 16 sets forth the same
26 requirement with respect to mandated overtime pay for employees working in on-site
27 construction occupations.

28

1 17. During their employment with NBC, PLAINTIFFS and the class regularly
2 worked more than eight hours in a day and more than 40 hours in a week on public works jobs,
3 but were not paid overtime. Plaintiffs were paid straight time at low, non-prevailing wage rates,
4 for their hours worked, except that they were paid time and one-half of their regular non-
5 prevailing wage rate on Sundays if they worked seven days in a given week. In fact, Plaintiffs
6 and the class regularly worked from ten to twelve hours per day, six to seven days per week, yet
7 they were not paid overtime at the prevailing wage overtime rates for their crafts for overtime
8 hours worked. PLAINTIFFS and the class regularly worked seven days per week, twelve hours
9 per day, from 7 a.m. through 7:30 p.m. from June through October, amounting to 44 hours of
10 unpaid overtime per week. PLAINTIFFS and the class regularly worked six days per week, ten
11 hours per day, from 7 a.m. to 5:30 p.m., from November through May, amounting to 20 hours of
12 unpaid overtime per week.

13 18. Defendants required PLAINTIFFS and the class to sign fake time cards in order
14 to receive their paychecks. PLAINTIFFS and the class filled in their own time cards and turned
15 those in. However, in order to receive their paychecks, Defendant required PLAINTIFFS and the
16 class to sign a second false time card that was either blank or had fake hours filled in.

17 19. Labor Code §226 provides that every employer is required, "semimonthly or at
18 the time of each payment of wages," to provide each of his or her employees an itemized wage
19 statement, including *inter alia*, the total hours worked by the employee (except for salaried
20 employees), and "all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee."

22 20. During the respective periods that PLAINTIFFS were employed by NBC, NBC
23 failed to provide full and accurate itemized wage statements as required by Labor Code §226.
24 The wage statements provided by NBC to PLAINTIFFS and to other members of the proposed
25 class were incomplete and defective in that they did not include and state the true hourly rates
26 (including the proper overtime hourly rates) at which employees were paid and the correct
27 "corresponding number of hours worked at each hourly rate by the employee" and other required
28 information. Instead, Defendant provided paystubs that showed PLAINTIFFS and the class

1 working very few hours at wages apparently intended to meet required prevailing wages, in an
2 unlawful scheme to defraud workers, among others.

3 21. During the period that PLAINTIFFS and the class were employed by NBC, NBC
4 failed to provide second meal periods of not less than one-half hour when workers worked more
5 than ten-hour days, as required by Labor Code §§512 and 226.7 and Wage Order 16.
6 PLAINTIFFS and the class regularly worked twelve hours per day, seven days per week, from
7 June through October, without being provided with or receiving second meal periods.

8 22. During the time that PLAINTIFFS and the class worked for NBC, NBC required
9 PLAINTIFFS and the class to provide their own tools and safety equipment, even when workers
10 earned less than twice the minimum wage, in violation of Labor Code §§221, 2802 and Wage
11 Order 16. PLAINTIFFS and the class were required to provide tools and safety equipment
12 including but not limited to the following: Tool Box - 20" x 8 1/2" x 9 1/2" minimum, 2 Pliers,
13 Channel Lock, Pliers, Diagonal Cutters 8", Pliers, Side Cutters - 9" Offset with Insulated
14 Handles, Pliers, Long Nose 8", Wrench, Adjustable Crescent 6", Wrench, Adjustable Crescent
15 10", Wrench, Pipe - 10", Wrench, Pipe - 14" or small Chain Tong, Hammer, Straight Claw,
16 Screwdriver - 2 1/2" Blade, 5" Blade, 8" Blade, Wrench, Set Screw, set of eleven Allen, Chisel,
17 Wood 1/4" Cold - 1/2", Screwdriver, Offset 1/4", Saw (Hack, Frame and adjustable), Saw (3
18 Blade, Keyhole, Metal, Wood), Rule, 6' Wood, Punch (Center), Awl, Plumb bob-8 oz., Square
19 (Combination - 12"), Knife, Wire Skinning, Pocket, Level, 9" Torpedo (Magnetic), Tester,
20 Knopp with pouch or equal, Tap Wrench, up to 1/4 - 20, Steel Tape 50', Steel Tape 12'
21 minimum, 25' maximum, Chalk Line, Airplane Shears - 10", Flashlight, 2 Phillips Screwdrivers,
22 Size 1 and 2, Spin Tite Wrench Set (1/4", 5/16", 7/16"), 5" Leather Pocket Pouch, Protractor
23 Level, Screwdriver insulated. Wirestripper. Workers were also required to supply battery
24 powered reciprocating saw and drill gun.

25 23. NBC required the PLAINTIFFS and the class to sign safety meeting attendance
26 sheets, even when no such meetings were held.

27 24. During the respective periods that PLAINTIFFS and members of the proposed
28 class were "aggrieved employees" of Defendant NBC, FITZMAURICE and Doe Defendants 1-

1 750 (collectively "2810 Defendants") violated Labor Code §2810(a) because they entered into
2 construction contracts with NBC where they knew or should have known that the contracts did
3 not contain sufficient funds to meet labor standards. The 2810 Defendants failed to meet their
4 rebuttable presumption that their contracts contain sufficient funds because they failed to
5 complete the contract requirements of Labor Code §2810(d), specifically items 3-9. The failure
6 to include these items resulted in economic harm to the aggrieved employees of NBC. The
7 allegations of paragraphs 10 to 23 serve as predicate unlawful acts for the purpose of recovery
8 under Labor Code §2810. PLAINTIFFS allege that they and proposed class members were third
9 party beneficiaries of such contracts and suffered economic harm and injury in fact pursuant to
10 the Contractor Defendants' failure to comply with Labor Code §2810.

11 25. NBC's conduct, alleged in paragraphs 10 to 24, resulted in loss of wages
12 constituting economic harm and injury in fact to PLAINTIFFS and the class.

13
14 **CLASS ACTION ALLEGATIONS**

15 26. PLAINTIFFS bring this action on behalf of themselves and all others similarly
16 situated as a class action under Code of Civil Procedure §382. PLAINTIFFS seek to represent the
17 class of all construction workers who performed worked for NBC between July 17, 2004 and the
18 present who were not paid all wages owed.

19 27. PLAINTIFFS reserve the right under Rule 1855(b), California Rules of Court, to
20 amend or modify the class and create subclass descriptions with greater specificity.

22 28. This action may properly be maintained as a class action under Code of Civil
23 Procedure §382 because there is a well-defined community of interest in the litigation and the
24 proposed class are easily ascertainable.

25 **Numerosity**

26 29. The members of the proposed class are so numerous that joinder of all the
27 members of the class is impracticable. While the precise number of class members has not been
28 determined at this time, PLAINTIFFS are informed and believe that NBC currently employs

1 approximately 30 construction workers and has employed as many as 150 workers in the relevant
2 time period.

3 30. PLAINTIFFS allege Defendant's employment records would provide information
4 as to the number of all class members.

5 **Commonality**

6 31. PLAINTIFFS raise common questions of law and fact that predominate over any
7 questions affecting only individual class members. These common questions of law and fact
8 include, without limitation:

- 9 (a) Whether Defendant paid class members the correct prevailing wage on
10 public works jobs;
- 11 (b) Whether Defendant paid class members for hours worked over 8 in a day
12 and 40 in a week at an overtime rate of pay;
- 13 (c) Whether Defendant violated Wage Order 16, by requiring construction
14 workers to work in excess of eight hours per day without paying overtime
15 wages;
- 16 (d) Whether Defendant provided class members with required meal periods;
- 17 (e) Whether Defendant violated Labor Code §226 by failing to provide
18 required information on wage statements, such as accurate hours worked
19 and rates of pay;
- 20 (f) Whether Defendant failed to pay construction employees wages due at the
21 time of discharge or voluntary quit in violation of Labor Code §203; and
- 22 (g) Whether PLAINTIFFS and the members of the proposed class are entitled
23 to equitable relief pursuant to Business and Professions Code §17200 *et*
24 *seq.*

25 **Typicality**

26 32. The claims of the PLAINTIFFS are typical of the claims of the proposed class.
27 PLAINTIFFS and all members of the proposed class sustained injuries and damages arising out
28

1 of and caused by Defendants' common course of conduct in violation of laws and regulations
2 alleged herein.

3 **Superiority of Class Action**

4 33. A class action is superior to other available means for the fair and efficient
5 adjudication of this controversy. Individual joinder of all proposed class members is not
6 practicable, and questions of law and fact common to the class predominate over any questions
7 affecting only individual members of the class. Each member of the class has been damaged and
8 is entitled to recovery by reason of Defendants' illegal policies and/or practices.

9 34. Class action treatment will allow those similarly-situated persons to litigate their
10 claims in the manner that is most effective and economical for the parties and the judicial system.
11 PLAINTIFFS are unaware of any difficulties that are likely to be encountered in the management
12 of this action that would preclude its maintenance as a class action.

13 35. A class action is superior to other available methods for the fair and efficient
14 adjudication of this controversy because individual litigation of the claims of all proposed class
15 members is impractical. Even if every proposed class member could afford individual litigation,
16 the court system could not. It would be unduly burdensome to the courts if individual litigation
17 of numerous cases would proceed. Individualized litigation would also present the potential for
18 varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all
19 parties and to the court system resulting from multiple trials of the same complex factual issues.
20 By contrast, the conduct of this action as a class action, with respect to some or all of the issues
21 presented herein, gives rise to fewer management difficulties, conserves the resources of the
22 parties and the court system, and protects the rights of each proposed class member.

23 PLAINTIFFS do not anticipate difficulties in the management of this action.

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1 **FIRST CAUSE OF ACTION**

2 **(California Business and Professions Code §17200)**
3 **(AGAINST ALL DEFENDANTS)**

4 36. PLAINTIFFS reallege and incorporate herein by reference the allegations of
5 paragraphs 1 through 35 above as though set forth fully herein.

6 37. The California Unfair Competition Law (hereinafter referred to as the "UCL"),
7 Business and Professions Code § 17200, *et seq.*, defines unfair competition to include any
8 unlawful, unfair, or fraudulent business act or practice. The UCL "borrows violations" from
9 other statutes and authorizes any person who has suffered injury in fact and who has lost money
10 or property as a result of such unfair competition to bring an action for relief under the statute.
11 The UCL also provides that a court may enjoin acts of unfair competition, issue declaratory and
12 other equitable relief, and order restitution of money or property acquired by means of unfair
13 competition.

14 38. Beginning on an exact date unknown to PLAINTIFFS, but at least since July 17,
15 2004, NBC has committed acts of unfair competition proscribed by Business and Professions
16 Code § 17200, *et seq.*, including the acts and practices alleged herein. Defendant NBC has
17 engaged in unlawful and unfair business practices including, but not limited to, violations of:

- 18 (a) Labor Code §203 (wages at discharge);
19 (b) Labor Code §204 (payment of wages);
20 (c) Labor Code §204.3 (overtime pay);
21 (d) Labor Code §223 (secret payment of lower wages);
22 (e) Labor Code §226 (itemized wage statements);
23 (f) Labor Code §510, Wage Order 16 (day worked is 8 hours);
24 (g) Labor Code §§512; 226.7 and Wage Order 16 (meal periods)
25 (h) Labor Code §§221, 2802 and Wage Order 16 (tool violations)
26 (i) Labor Code §§1174, 1174.5 (failure to maintain accurate records);
27 (j) California Industrial Welfare Commission Order No. 16-2001; (overtime)
28 (k) Labor Code §2810 (contracts with insufficient funds)

- 1 (l) Labor Code §1773 (prevailing wage rate benefits);
- 2 (m) Labor Code §§1770-1775 (failure to provide correct prevailing wages and
- 3 falsification of certified payroll records);
- 4 (n) Labor Code §1194 (minimum and overtime wages)

5 39. The violation of these laws serve as unlawful predicate acts resulting in economic
6 harm and injury in fact to all PLAINTIFFS for purposes of Business and Professions Code
7 §17200, and remedies are provided therein under Business and Professions Code §17203.

8 40. Beginning on an exact date unknown to PLAINTIFFS, but at least since July 17,
9 2004, Defendant Does 1-750 have committed acts of unfair competition proscribed by Business
10 and Professions Code §17200, *et seq.*, including the acts and practices alleged herein.
11 Defendant Does have engaged in unlawful and unfair business practices including, but not
12 limited to, violations of Labor Code §2810 (contracts with insufficient funds).

13 41. The violation of these laws serve as unlawful predicate acts and result in economic
14 harm and injury in fact to all PLAINTIFFS for purposes of Business and Professions Code
15 §17200, and remedies are provided therein under Business and Professions Code §17203.

16 42. The acts and practices described in this Complaint constitute unlawful, unfair and
17 fraudulent business practices, and unfair competition, within the meaning of Business and
18 Professions Code §17200 *et seq.*

19 43. As a direct and proximate result of the aforementioned acts, Defendant received
20 and continues to hold ill-gotten gains belonging to PLAINTIFFS and the class, in that Defendant
21 has profited in that amount from their unlawful practices.

22 44. Business and Professions Code §17203 provides that the Court may restore to any
23 person in interest any money or property which may have been acquired by means of such unfair
24 competition and order disgorgement of all profits gained by Defendant by operation of the
25 practices alleged therein. PLAINTIFFS and the proposed class are entitled to restitution pursuant
26 to Business and Professions Code §§17203 and 17208 for all wages unlawfully withheld from
27 them during the four years prior to the filing of this Complaint. PLAINTIFFS will, upon leave of
28 the Court, amend this Complaint to state such amounts when they become ascertained.

1 [A]ny employee receiving less than the legal minimum wage or the legal
2 overtime compensation applicable to the employee is entitled to recover in
3 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.

4 53. Labor Code §218 provides for a private right of action to recover wages and
5 penalties under the Labor Code: "Nothing in this article shall limit the right of any wage claimant
6 to sue directly or through an assignee for any wages or penalty due him under this article."

7 54. PLAINTIFFS seek to recover unpaid wages and penalties directly under Labor
8 Code §§1194 and 218.

9 55. PLAINTIFFS are entitled to an award of attorneys' fees, costs and expenses
10 incurred in this action pursuant Code of Civil Procedure §1021.5 and Labor Code §1194.

11 WHEREFORE, PLAINTIFFS pray judgment as set forth herein below.

12
13 **THIRD CAUSE OF ACTION**
14 **(California Labor Code § 510, and Wage Order 16 - Overtime Pay)**
15 **(AGAINST DEFENDANT NBC)**

16 56. PLAINTIFFS reallege and incorporate paragraphs 1 through 55, inclusive, as
though fully set forth herein.

17 57. Wage Order 16, provides, in pertinent part:

18 [E]mployees eighteen (18) years of age or over . . . shall not be employed
19 more than eight (8) hours in any workday or more than forty (40) hours in
20 any workweek unless the employee receives one and one-half (1 1/2) times
such employee's regular rate of pay for all hours worked over forty (40)
hours in the workweek.

21 58. Labor Code §510 provides:

22 Eight hours of labor constitutes a day's work, unless it is otherwise
stipulated by the parties to a contract.

23
24 59. Defendant worked PLAINTIFFS and the class in excess of eight hours in a
day and forty hours per week, without overtime pay.

25
26 60. Labor Code §1194 provides for a private right of action to recover overtime
27 compensation and also provides for the recovery of attorneys' fees and costs. It states, in
28 pertinent part:

[A]ny employee receiving less than the legal minimum wage or the legal

1 overtime compensation applicable to the employee is entitled to recover in
2 a civil action the unpaid balance of the full amount of this minimum wage
3 or overtime compensation, including interest thereon, reasonable attorney's
4 fees, and costs of suit.

5 61. PLAINTIFFS seek to recover all unpaid overtime wages, including but not limited
6 to unpaid prevailing wage overtime wages, and interest due to themselves and members of the
7 proposed class.

8 62. PLAINTIFFS are entitled to an award of attorneys' fees, costs and expenses
9 incurred in this action pursuant Code of Civil Procedure §1021.5 and Labor Code §1194.

10 WHEREFORE, PLAINTIFFS pray judgment as set forth herein below.

11 **FOURTH CAUSE OF ACTION**
12 **(California Labor Code §226 - Itemized Wage Statements)**
13 **(AGAINST DEFENDANT NBC)**

14 63. PLAINTIFFS reallege and incorporate all the allegations in paragraphs 1 through
15 62 inclusive, as though fully set forth herein.

16 64. Labor Code §226 provides:

17 (a) Every employer shall, semimonthly or at the time of each
18 payment of wages, furnish each of his or her employees, either as a
19 detachable part of the check, draft, or voucher paying the employee's
20 wages, or separately when wages are paid by personal check or cash, an
21 accurate itemized statement in writing showing (1) gross wages earned, (2)
22 total hours worked by the employee, except for any employee whose
23 compensation is solely based on a salary and who is exempt from payment
24 of overtime under subdivision (a) of Section 515 or any applicable order of
25 the Industrial Welfare Commission, (3) the number of piece-rate units
26 earned and any applicable piece rate if the employee is paid on a piece-rate
27 basis, (4) all deductions, provided that all deductions made on written
28 orders of the employee may be aggregated and shown as one item, (5) net
wages earned, (6) the inclusive dates of the period for which the employee
is paid, (7) the name of the employee and his or her social security number,
except that by January 1, 2008, only the last four digits of his or her social
security number or an employee identification number other than a social
security number may be shown on the itemized statement, (8) the name
and address of the legal entity that is the employer, 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. The deductions made
from payments of wages shall be recorded in ink or other indelible form,
properly dated, showing the month, day, and year, and a copy of the
statement or a record of the deductions shall be kept on file by the
employer for at least three years at the place of employment or at a central
location within the State of California.

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

5 65. Under Labor Code §226(g), "An employee may also bring an action for injunctive
6 relief to ensure compliance with this section, and is entitled to an award of costs and reasonable
7 attorney's fees."

8 66. As a direct and proximate result of DEFENDANT NBC'S failure to pay
9 PLAINTIFFS and other members of the proposed class the wages mandated by law, none of the
10 statements provided by DEFENDANT to PLAINTIFFS and other members of the proposed class
11 have accurately reflected actual gross wages earned, or net wages earned or hours worked.
12 Additionally, those statements have failed to accurately reflect the deductions withheld by
13 DEFENDANT. PLAINTIFFS seek penalties on the failure to provide accurate itemized
14 statements and injunctive relief in the form of correct wage statements in the future.

15 67. Because PLAINTIFFS and other members of the proposed class were not aware of
16 what their true wages should be and how they were calculated, they suffered economic loss in the
17 form of lower wages for their labor. Because they were unaware of what they were entitled to by
18 law, they suffered injury as a result of the DEFENDANT'S failure to provide an accurate,
19 complete pay stub because the employees have to reconstruct time or pay records in order to
20 prove a claim for unpaid wages.

21 68. The violations of Labor Code §226 are on-going, and will continue until and
22 unless this Court enters an injunction barring such violations. PLAINTIFFS seek damages and
23 injunctive relief pursuant to Labor Code §226(e) and (g), respectively.

24 69. PLAINTIFFS are entitled to an award of attorneys' fees, costs and expenses
25 incurred in this action pursuant Code of Civil Procedure §1021.5 and Labor Code §226(g).

26 WHEREFORE, PLAINTIFFS pray judgment as set forth herein below.
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FIFTH CAUSE OF ACTION
(California Labor Code §§ 512 AND 226.7—Meal Periods)
(AGAINST DEFENDANT NBC)

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2
3 70. PLAINTIFFS reallege and incorporate all the allegations in paragraphs 1 through
4 69 inclusive, as though fully set forth herein.

5 71. As alleged above, PLAINTIFFS and members of the proposed class were
6 regularly required by NBC to work twelve hours per day, but were not provided with a second
7 meal period, as required by Labor Code §226.7, 512 and Wage Order 16.

8 72. Defendant has unfairly and unlawfully violated Labor Code §§512 and 226.7 and
9 Wage Order 16 by failing to provide meal periods.

10 73. Labor Code §512 provides:

11 (a) An employer may not employ an employee for a work period of more
12 than five hours per day without providing the employee with a meal period
13 of not less than 30 minutes, except that if the total work period per day of
14 the employee is no more than six hours, the meal period may be waived by
15 mutual consent of both the employer and employee. An employer may not
16 employ an employee for a work period of more than 10 hours per day
17 without providing the employee with a second meal period of not less than
18 30 minutes, except that if the total hours worked is no more than 12 hours,
19 the second meal period may be waived by mutual consent of the employer
20 and the employee only if the first meal period was not waived.

21 74. Labor Code §226.7 provides:

22 (a) No employer shall require any employee to work during any meal or
23 rest period mandated by an applicable order of the Industrial Welfare
24 Commission.

25 (b) If an employer fails to provide an employee a meal period or rest period
26 in accordance with an applicable order of the Industrial Welfare
27 Commission, the employer shall pay the employee one additional hour of
28 pay at the employee's regular rate of compensation for each work day that
the meal or rest period is not provided.

75. Defendant failed to provide all meal periods and PLAINTIFFS seek to recover
wages owed for Defendant's violations of Labor Code §§512 and 226.7 requiring provision of
meal periods.

76. PLAINTIFFS and other members of the proposed class lost money and property as
a direct result of the unlawful practices of NBC as alleged above in that they were required to
work shifts of more than ten hours, yet were not provided with second meal periods and so were

1 required to provide "free" work during what should have been a meal period, and were not
2 compensated for having been denied a meal period.

3 77. Pursuant to Labor Code §226.7 and Wage Order 16 §(11)(A), PLAINTIFFS and
4 other members of the proposed class are entitled to one additional hour of pay at the regular rate
5 of pay for each instance they were required to work more than ten hours per day and did not
6 receive a second meal period of at least one-half hour. Such compensation mandated by Labor
7 Code §226.7 and Wage Order 16 and Labor Code §512 is in the nature of wages, and is for the
8 purpose of compensating the employee for work that was performed during what should have
9 been a meal period. The additional wages to which PLAINTIFFS and other members of the
10 proposed class are entitled pursuant to this provision will be discernible from the records of
11 Defendant and will be proven at the time of trial.

12 78. PLAINTIFFS are entitled to an award of attorneys' fees, costs and expenses
13 incurred in this action pursuant Code of Civil Procedure §1021.5 and Labor Code §1194.

14 WHEREFORE, PLAINTIFFS pray judgment as set forth herein below

15
16 **SIXTH CAUSE OF ACTION**
17 **(Labor Code §§221 & 2802 and IWC Wage Order 16 - Failure to Provide Tools and Safety**
18 **Equipment)**
19 **(AGAINST DEFENDANT NBC)**

20 79. PLAINTIFFS reallege and incorporate all the allegations in paragraphs 1 through
21 78, inclusive, as though fully set forth herein.

22 80. Defendant has unfairly and unlawfully violated Labor Code §221, Labor Code
23 §2802 and IWC Wage Order 16 by forcing PLAINTIFFS and other workers to purchase their
24 own tools and safety equipment without compensation, in violation of the provisions specified
25 herein.

26 81. Labor Code §2802 provides:
27 (a) An employer shall indemnify his or her employee for all necessary
28 expenditures or losses incurred by the employee in direct consequence of
the discharge of his or her duties, or of his or her obedience to the
directions of the employer, even though unlawful, unless the employee, at
the time of obeying the directions, believed them to be unlawful.

1 82. Labor Code §221 provides: "It shall be unlawful for any employer to
2 collect or receive from an employee any part of wages theretofore paid by said employer
3 to said employee."

4
5 83. IWC Order No. 16 provides:

6 1. Deductions from Pay.

7 No employer shall collect or deduct from any employee any
8 part of the wages that are paid unless such deductions are
9 allowed by law.

10 2. Uniforms and Equipment.

11 (B) When the employer requires the use of tools or
12 equipment or they are necessary for the performance of a
13 job, such tools and equipment shall be provided and
14 maintained by the employer, except that an employee whose
15 wages are at least two (2) times the minimum wage may
16 provide and maintain hand tools and equipment customarily
17 required by the particular trade or craft in conformity with
18 Labor Code §2802.

19 84. Labor Code §2699 provides for a private right of action to recover wages
20 and penalties under the Labor Code.

21 85. PLAINTIFFS seek to recover attorneys' fees and costs under Labor Code
22 §2699.

23 Wherefore, PLAINTIFFS pray judgment as set forth herein below.

24 **SEVENTH CAUSE OF ACTION**

25 **(Labor Code §2810 – Contracts with Insufficient Funds)**
26 **(AGAINST DEFENDANT NBC, FITZMAURICE, AND DOES 1-750)**

27 86. PLAINTIFFS reallege and incorporate all the allegations in paragraphs 1 through
28 85, inclusive, as though fully set forth herein.

 87. PLAINTIFFS and other members of the proposed class are "aggrieved employees"
under Labor Code §2810 which provides: "(a) A person or **entity** may not enter into a contract or
agreement **for labor or services with a construction, farm labor, garment, janitorial, or security**
guard **contractor**, where the person or entity knows or should know that the contract or

1 agreement does not include funds sufficient to allow the contractor to comply with all applicable
2 local, state, and federal laws or regulations governing the labor or services to be provided.”

3 88. FITZMAURICE and DOE Defendants entered into contracts for construction labor
4 services with NBC where they knew or should have known the contract or agreement did not
5 include funds sufficient to allow the contractor to comply with all applicable local, state, and
6 federal laws or regulations governing the labor or services to be provided.

7 89. There is a rebuttable presumption affecting the burden of proof that there has been
8 no violation of subdivision (a) where the contract or agreement with a construction, farm labor,
9 garment, janitorial, or security guard contractor meets all of the requirements in subdivision (d).
10 See Labor Code § 2810(b).

11 90. To meet the requirements of subdivision (b), a contract or agreement with a
12 construction, farm labor, garment, janitorial, or security guard contractor for labor or services
13 must be in writing, in a single document, and contain all of the following provisions, in addition
14 to any other provisions that may be required by regulations adopted by the Labor Commissioner
15 from time to time:

- 16 (1) The name, address, and telephone number of the person or entity
17 and the construction, farm labor, garment, janitorial, or security
18 guard contractor through whom the labor or services are to be
provided.
- 19 (2) A description of the labor or services to be provided and a
20 statement of when those services are to be commenced and
completed.
- 21 (3) The employer identification number for state tax purposes of the
22 construction, farm labor, garment, janitorial, or security guard
contractor.
- 23 (4) The workers' compensation insurance policy number and the name,
24 address, and telephone number of the insurance carrier of the
25 construction, farm labor, garment, janitorial, or security guard
contractor.
- 26 (5) The vehicle identification number of any vehicle that is owned by
27 the construction, farm labor, garment, janitorial, or security guard
contractor and used for transportation in connection with any
28 service provided pursuant to the contract or agreement, the number

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of the vehicle liability insurance policy that covers the vehicle, and the name, address, and telephone number of the insurance carrier.

- (6) The address of any real property to be used to house workers in connection with the contract or agreement.
- (7) The total number of workers to be employed under the contract or agreement, the total amount of all wages to be paid, and the date or dates when those wages are to be paid.
- (8) The amount of the commission or other payment made to the construction, farm labor, garment, janitorial, or security guard contractor for services under the contract or agreement.
- (9) The total number of persons who will be utilized under the contract or agreement as independent contractors, along with a list of the current local, state, and federal contractor license identification numbers that the independent contractors are required to have under local, state, or federal laws or regulations.
- (10) The signatures of all parties, and the date the contract or agreement was signed.

91. Defendant DOES, FITZMAURICE, and NBC have not included information related to numbers 3-9 in Labor Code §2810, since at least July 17, 2004.

92. Under Labor Code §2810(g)(1):
An employee aggrieved by a violation of subdivision (a) may file an action for damages to recover the greater of all of his or her actual damages or two hundred fifty dollars (\$250) per employee per violation for an initial violation and one thousand dollars (\$1,000) per employee for each subsequent violation, and, upon prevailing in an action brought pursuant to this section, may recover costs and reasonable attorney's fees. An action under this section may not be maintained unless it is pleaded and proved that an employee was injured as a result of a violation of a labor law or regulation in connection with the performance of the contract or agreement.

93. PLAINTIFFS seek all damages or penalties entitled to them and to other proposed class members under this section for the labor violations alleged in causes of action 1-6 above.

94. Under Labor Code §2810(g)(2) "An employee aggrieved by a violation of subdivision (a) may also bring an action for injunctive relief and, upon prevailing, may recover costs and reasonable attorney's fees."

95. The violations of Labor Code §2810 are ongoing, and will continue until and unless this Court enters an injunction barring such violations. PLAINTIFFS seek such an injunction.

1 96. PLAINTIFFS are entitled to an award of attorneys' fees, costs and expenses incurred
2 in this action pursuant Code of Civil Procedure §1021.5, Labor Code §1194, and Labor Code
3 §2810(g).

4 WHEREFORE, PLAINTIFFS pray for relief as set forth below.

5
6 **PRAYER FOR RELIEF**

7 PLAINTIFFS pray for relief as follows:

- 8 1. For an order certifying this action as a class action;
- 9 2. For an award of all unpaid compensation due to PLAINTIFFS and members of the
10 proposed class for the class period as defined by the Court at the time of certification;
- 11 3. For an award of all unpaid overtime compensation due to PLAINTIFFS and
12 members of the proposed class for the class period as defined by the Court at the time of
13 certification;
- 14 4. For an award of one hour of pay at the regular rate for each required meal period
15 NBC failed to provide to PLAINTIFFS and members of the proposed class for the class period as
16 defined by the Court at the time of certification;
- 17 5. For an award reimbursing PLAINTIFFS and the class for required tools;
- 18 6. For an award of waiting time penalties pursuant to Labor Code §203;
- 19 7. For an award of damages and injunctive relief pursuant to Labor Code §226;
- 20 8. For an award of damages and injunctive relief pursuant to Labor Code §2810;
- 21 9. For pre-judgment interest to the extent permitted by law;
- 22 10. For an award of attorneys' fees and costs incurred in the filing and prosecution of
23 this action;
- 24 11. For an order requiring Defendants to pay restitution to PLAINTIFFS and the Class
25 due to Defendants' unlawful activities, pursuant to Business and Professions Code §§17200-05;
- 26 12. For an order declaring Defendant NBC'S uncompensated work time, overtime,
27 failure to pay prevailing wage, falsification of time cards, and meal period practices to be
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1 unlawful and requiring Defendant NBC to cease and desist from unlawful activities that violate
2 California Business and Professions Code §17200;

3 13. For such other and further relief as the Court may deem proper.
4

5 Dated: July 17, 2008

LAW OFFICES OF ELLYN MOSCOWITZ

6
7 By: 
8 ELLYN MOSCOWITZ
SHARON SEIDENSTEIN

9 Attorneys for PLAINTIFFS
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