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9
10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SANTA CLARA


J. Zenzen

12 JASON BEAHM, on behalf of himself, all others
13 similarly situation, and the general public,

Case No. **11 CV 197800**

14 Plaintiff,

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF**

15 v.

- 1) OVERTIME COMPENSATION;
- 2) OFF-DUTY MEAL PERIODS;
- 3) INCOMPLETE WAGE STATEMENTS;
- 4) WAITING TIME PENALTIES; AND
- 5) BUS. & PROF. CODE §§ 17200-08

16 ADECCO, a Corporation; THOMPSON
17 REUTERS CORPORATION, a Corporation; and
DOES 1-10, inclusive,

18 Defendants.

JURY TRIAL DEMANDED

19
20 Plaintiff JASON BEAHM allege as follows on behalf of himself, all others similarly
21 situated, and the general public:

22 **I. INTRODUCTION**

23 1. Plaintiff Jason Beahm ("PLAINTIFF") brings claims individually and as a class
24 action, under Code of Civil Procedure § 382, on behalf of similarly situated individuals employed
25 individually and/or jointly, or formerly employed individually and/or jointly, by Defendants
26 Adecco (hereinafter "ADECCO") and/or Thomson Reuters Corporation (hereinafter "THOMSON
27 REUTERS") (collectively hereinafter "DEFENDANTS") in California as writers to provide
28 content for THOMSON REUTERS' "FindLaw" website and/or similar websites (collectively

1 hereinafter "WRITERS," or "CLASS MEMBERS"). These WRITERS have worked for
2 DEFENDANTS in and/or out of offices located in Sunnyvale, California. PLAINTIFF challenges
3 DEFENDANTS' policies and/or practices of willfully and unlawfully failing to pay to the
4 WRITERS proper overtime compensation, failing to provide adequate off-duty meal periods,
5 failing to pay proper premium pay for on-duty or missed meal periods, and failing to provide
6 itemized wage statements. PLAINTIFF is informed and believes, and based thereon alleges, that
7 these policies and/or practices were in effect for at least four years prior to the filing of this action.

8 2. PLAINTIFF Beahm on behalf of himself and other current and former WRITERS,
9 brings claims for unpaid overtime compensation, meal period pay, statutory penalties, interest, and
10 attorneys' fees and costs, under Labor Code §§ 203, 218.5, and 1194, and Code of Civil Procedure
11 § 1021.5. PLAINTIFF also seeks relief on behalf of the class and in a representative capacity,
12 pursuant to California Business and Professions Code §§ 17200-17208 (also referred to herein as
13 the "UCL"), including injunctive relief, restitution, and disgorgement of all benefits
14 DEFENDANTS have enjoyed from their failure to pay overtime and meal period compensation,
15 and failure to provide accurate wage statements. Both the Code of Civil Procedure § 382 class
16 action and the UCL representative action are brought on behalf of all current and former
17 WRITERS employed by DEFENDANTS during the period statutory period commencing March
18 28, 2007 (the "Class Period").

19 II. PARTIES

20 3. Plaintiff Jason Beahm resides in San Francisco, California. He began work as a
21 WRITER for DEFENDANTS in Sunnyvale, California on approximately March 1, 2010 and was
22 continuously employed by DEFENDANTS through approximately March 23, 2011.

23 4. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
24 ADECCO is a Delaware Corporation. It is a privately owned company, with its corporate
25 headquarters located in Melville, New York. Defendant ADECCO is primarily engaged in locating
26 and employing persons who are placed with other companies with which ADECCO contracts in
27 temporary or permanent employment positions throughout the United States, including Defendant
28

1 THOMSON REUTERS. ADECCO has offices throughout the United States including several
2 locations in California.

3 PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
4 THOMSON REUTERS is a Delaware Corporation. THOMSON REUTERS is a publicly traded
5 company, with its corporate headquarters located in New York City, New York. Defendant
6 THOMSON REUTERS is primarily engaged in providing information services through various
7 and multiple media platforms including print publishing, broadcast media and internet services and
8 platforms. THOMSON REUTERS has offices throughout the United States and internationally
9 including several locations in California.

10 4. PLAINTIFF is informed and believes, and based thereon alleges that at all times
11 relevant herein, Defendants ADECCO and THOMSON REUTERS have been in a contractual
12 relationship wherein ADECCO is authorized by THOMSON REUTERS to recruit, hire and
13 employ persons to be placed as workers in offices run and managed by THOMSON REUTERS on
14 either a temporary or permanent basis including WRITERS working at and/or out of THOMSON
15 REUTERS's offices located in Sunnyvale, California.

16 5. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
19 legally attributable to the other Defendants.

20 6. Plaintiff is informed and believes, and based thereon alleges, that all Defendants are
21 liable to Plaintiff and the other CLASS MEMBERS as joint employers and therefore are jointly
22 and severally liable for the back pay and other economic damages, including statutory penalties,
23 owed to Plaintiff and the CLASS.

24 7. The true names and capacities, whether individual, corporate, associate, or
25 otherwise, of defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to
26 PLAINTIFF, who therefore sue defendants by such fictitious names under Code of Civil Procedure
27 § 474. PLAINTIFF is informed and believes, and based thereon alleges, that each of the
28 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts

1 referred to herein. PLAINTIFF will seek leave of court to amend this Complaint to reflect the true
2 names and capacities of the DEFENDANT designated hereinafter as DOES when such identities
3 become known. Hereinafter DEFENDANTS and the DOE defendants shall be referred to
4 collectively as "DEFENDANTS" and/or "ADECCO/THOMSON REUTERS."

5 III. STATEMENT OF FACTS

6 8. During the Class Period, DEFENDANTS employed WRITERS in and/or out of
7 THOMSON REUTERS's offices located in Sunnyvale, California. DEFENDANTS have, during
8 the Class Period, regularly required and/or knowingly permitted PLAINTIFF and its other
9 WRITERS to work hours considerably in excess of eight hours a day and/or 40 hours a week.
10 PLAINTIFFS are informed and believe that it was DEFENDANTS' policies and/or practices to
11 require and/or knowingly permit their WRITERS to work overtime hours without receiving
12 overtime compensation.

13 9. DEFENDANTS have, during the Class Period, regularly failed to provide a 30
14 minute off-duty meal period to PLAINTIFF and similarly situated WRITERS employed for a
15 period of more than five hours in a day. ¶

16 10. DEFENDANTS have, during the Class Period, willfully and knowingly failed to
17 pay WRITERS at the time of termination of employment all accrued overtime compensation and
18 meal period pay.

19 11. DEFENDANTS have failed to accurately record PLAINTIFF's and similarly
20 situated WRITERS' actual hours worked during the Class Period.

21 12. DEFENDANTS have, during the Class Period, failed to itemize the total hours
22 worked on wage statements furnished to WRITERS including PLAINTIFF.

23 13. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
24 became aware or were advised that during the last few years employees have filed Code of Civil
25 Procedure § 382 and UCL representative actions against California businesses, including
26 ADECCO and THOMSON REUTERS, to recover overtime wages, meal period pay, waiting time
27 penalties, and interest for the unlawful practice of not paying overtime and providing off-duty meal
28 periods to employees. PLAINTIFF is further informed and believes that DEFENDANTS became

1 aware or were advised that overtime wages, meal period pay, waiting time penalties, and interest
2 had been awarded in settlements and judgments in favor of employees.

3 IV. CLASS ACTION ALLEGATIONS

4 14. PLAINTIFF brings this lawsuit as a class action pursuant to Code of Civil
5 Procedure § 382 on behalf of himself and all similarly situated WRITERS. The class PLAINTIFF
6 seeks to represent is defined as:

7 All persons who are or have been employed in California during the Class Period
8 by DEFENDANTS Adecco and/or Thomson Reuters as writers providing content
9 for the "FindLaw" and similar Thomson Reuter websites.

10 The claims herein have been brought and may properly be maintained as a class action under Code
11 of Civil Procedure § 382 because there is a well-defined community of interest among CLASS
12 MEMBERS with respect to the claims asserted herein and the proposed class is easily
13 ascertainable:

14 a. Ascertainability and Numerosity: The potential members of the class
15 as defined herein are so numerous that joinder would be impracticable. PLAINTIFF is informed
16 and believes that DEFENDANTS have employed at least 50 WRITERS in California during the
17 Class Period. The names and addresses of the CLASS MEMBERS are available from
18 DEFENDANTS. Notice can be provided to the CLASS MEMBERS via first class mail using
19 techniques and a form of notice similar to those customarily used in class action lawsuits of this
20 nature.

21 b. Commonality: There are questions of law and fact common to
22 PLAINTIFF and the class that predominate over any questions affecting only individual members
23 of the class. These common questions of law and fact include, without limitation:

- 24 i. Whether DEFENDANTS have required, encouraged, or
25 permitted WRITERS to work in excess of 40 hours per week and/or eight hours per day;
26 ii. Whether DEFENDANTS knew or should have known that
27 their WRITERS regularly worked over 40 hours per week and/or eight hours per day;
28 iii. Whether DEFENDANTS have failed to pay WRITERS
overtime wages for time worked in excess of 40 hours per week and/or eight hours per day;

1 iv. Whether DEFENDANTS violated I.W.C. wage order No. 4
2 and Labor Code §§ 510 and 1194 by their failure to pay WRITERS overtime compensation;

3 v. Whether DEFENDANTS failure to pay overtime
4 compensation to WRITERS constituted an unlawful, unfair, and/or fraudulent business practice,
5 under Business & Professions Code § 17200 et seq.;

6 vi. Whether DEFENDANTS knowingly and intentionally failed
7 to provide WRITERS with an itemized statement showing total hours worked with each payment
8 of wages, as required by Labor Code § 226;

9 vii. Whether DEFENDANTS failure to provide an itemized
10 statement showing total hours worked with each payment of wages constituted an unlawful, unfair,
11 and/or fraudulent business practice, under Business & Professions Code § 17200 et seq.;

12 viii. Whether DEFENDANTS violated Labor Code § 1174 and
13 I.W.C. wage order No. 4 by failing to maintain documentation on the actual hours worked each day
14 by WRITERS;

15 ix. Whether DEFENDANTS violated the I.W.C. wage order No.
16 4 and Labor Code §§ 226.7 and 512 by failure to provide adequate off-duty meal periods and meal
17 period compensation;

18 x. Whether DEFENDANTS failure to provide adequate off-duty
19 meal periods and meal period compensation constituted an unlawful, unfair, and/or fraudulent
20 business practice, under Business & Professions Code § 17200 et seq.;

21 xi. Whether DEFENDANTS violated Labor Code §§ 201-203,
22 by failure to timely pay WRITERS' wages due for overtime compensation at time of termination of
23 employment;

24 xii. Whether DEFENDANTS violated Labor Code §§ 201-203,
25 by failure to timely pay WRITERS' wages due for missed and delayed meal periods at time of
26 termination of employment; and

27 xiii. The proper formula for calculating restitution, damages, and
28 waiting time and other statutory penalties owed to PLAINTIFF and the class alleged herein.

1 c. Typicality: PLAINTIFF'S claims are typical of the claims of the
2 class. DEFENDANTS' common course of unlawful conduct has caused PLAINTIFF and similarly
3 situated WRITERS to sustain the same or similar injuries and damages caused by the same policies
4 and/or practices of DEFENDANTS. PLAINTIFF'S claims are thereby representative of and co-
5 extensive with the claims of the class.

6 d. Adequacy of Representation: PLAINTIFF is a member of the class,
7 does not have any conflicts of interest with other CLASS MEMBERS, and will prosecute the case
8 vigorously on behalf of the class. Counsel who represent PLAINTIFF are competent and
9 experienced in litigating large employment class actions, including large wage and hour class
10 actions. PLAINTIFF will fairly and adequately represent and protect the interests of the CLASS
11 MEMBERS.

12 e. Superiority of Class Action: A class action is superior to other
13 available means for the fair and efficient adjudication of this controversy. Individual joinder of all
14 CLASS MEMBERS is not practicable, and questions of law and fact common to the class
15 predominate over any questions affecting only individual members of the class. Each class
16 member has been damaged and is entitled to recovery by reason of DEFENDANTS' unlawful
17 policies and/or practices described herein. Since the damages suffered by individual CLASS
18 MEMBERS may be relatively small, albeit significant, the expense and burden of individual
19 litigation make it impractical for most CLASS MEMBERS individually to seek redress for the
20 wrongful conduct alleged. Class action treatment will allow those similarly situated persons to
21 litigate their claims in the manner that is most efficient and economical for the parties and the
22 judicial system.

23 V. DAMAGES

24 15. As a direct, foreseeable, and proximate result of DEFENDANTS' conduct,
25 PLAINTIFF and similarly situated WRITERS are owed overtime compensation plus interest, meal
26 period compensation plus interest, civil and/or statutory penalties, waiting time penalties under
27 Labor Code § 203 in an amount that exceeds \$25,000 but is less than \$5,000,000, the precise
28 amount of which will be proved at trial.

1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **UNLAWFUL FAILURE TO PAY OVERTIME COMPENSATION**
4 **(LABOR CODE §§ 510, 1194; I.W.C. WAGE ORDER NO. 4)**

5 16. The allegations above are realleged and incorporated herein by reference, and
6 PLAINTIFF alleges as follows a cause of action on behalf of himself and the above-described class
7 of similarly situated WRITERS:

8 17. By their failure to pay overtime compensation to PLAINTIFF and similarly situated
9 WRITERS as alleged above, DEFENDANTS violated Labor Code § 510 and the provisions of the
10 I.W.C. wage order No. 4, which require overtime compensation to non-exempt employees.

11 18. By failing to keep adequate time records as required by Labor Code § 1174(d) and
12 the I.W.C. wage order No. 4 §7(a), DEFENDANTS have made it difficult to calculate the overtime
13 compensation due PLAINTIFF and the similarly situated WRITERS.

14 19. As a result of DEFENDANTS' unlawful acts, PLAINTIFF and similarly situated
15 WRITERS have been deprived of overtime compensation in an amount to be determined at trial,
16 and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs, under
17 Labor Code § 1194.

18 20. By violating Labor Code § 510, DEFENDANTS are liable for civil penalties and
19 attorneys' fees and costs under Labor Code §§ 558, 1194, and 1197.1.

20 21. PLAINTIFF, on behalf of himself and similarly situated WRITERS requests relief
21 as described below.

22 **SECOND CAUSE OF ACTION**

23 **UNLAWFUL FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS**
24 **(LABOR CODE §§ 226.7, 512; I.W.C. WAGE ORDER NO. 4)**

25 22. The allegations above are realleged and incorporated herein by reference, and
26 PLAINTIFF alleges as follows a cause of action on behalf of himself and the above-described class
27 of similarly situated WRITERS.

1 23. PLAINTIFF and similarly situated WRITERS regularly worked a work period of
2 more than five (5) hours a day without being afforded at least a 30 minute meal period in which
3 they were relieved of all duties, as required by Labor Code §§ 226.7 and 512, and the I.W.C. wage
4 order No. 4, § 11(A).

5 24. Because DEFENDANTS failed to afford proper meal periods, they are liable to
6 PLAINTIFF and CLASS MEMBERS for one hour of additional pay at the regular rate of
7 compensation for each workday that the proper meal periods were not provided, pursuant to Labor
8 Code § 226.7(b) and I.W.C. wage order No. 4, § 11(B).

9 25. By failing to keep adequate time records as required by Labor Code § 1174(d) and
10 the I.W.C. wage order No. 4 §7(a), DEFENDANTS have made it difficult to calculate the meal
11 period compensation due PLAINTIFF and the similarly situated WRITERS.

12 26. By violating Labor Code §§ 226.7 and 512, and I.W.C. wage order No. 4, § 11,
13 DEFENDANTS are also liable for civil penalties and attorneys' fees and costs under Labor Code §
14 558.

15 27. PLAINTIFF, on behalf of himself and similarly situated WRITERS, requests relief
16 as described below.

17
18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
20 **(LABOR CODE § 226)**

21 28. The allegations above are realleged and incorporated herein by reference, and
22 PLAINTIFF alleges as follows a cause of action on behalf of himself and the above-described class
23 of similarly situated WRITERS:

24 29. Labor Code § 226(a) requires employers semi-monthly or at the time of each
25 payment of wages to furnish each employee with a statement itemizing, among other things, the
26 total hours worked by the employee. Labor Code § 226(b) provides that if an employer knowingly
27 and intentionally fails to provide a statement itemizing, among other things, the total hours worked
28 by the employee, then the employee is entitled to recover the greater of all actual damages or fifty

1 dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent violation,
2 up to four thousand dollars (\$4,000).

3 30. DEFENDANTS knowingly and intentionally failed to furnish PLAINTIFF and
4 similarly situated WRITERS with timely, itemized statements showing the total hours worked, as
5 required by Labor Code § 226(a). As a result, DEFENDANTS are liable to PLAINTIFF and
6 similarly situated WRITERS for the amounts provided by Labor Code § 226(b).

7 31. By violating Labor Code § 226, DEFENDANTS are also liable for civil penalties
8 and attorneys' fees and costs under Labor Code § 226.

9 32. PLAINTIFF, on behalf of himself and similarly situated WRITERS, requests relief
10 as described below.

11 **FOURTH CAUSE OF ACTION**

12 **WAITING TIME PENALTIES**
13 **(LABOR CODE §§ 201, 202 & 203)**

14 33. The allegations above are realleged and incorporated herein by reference, and
15 PLAINTIFF alleges as follows a cause of action on behalf of himself and the above-described class
16 of similarly situated WRITERS:

17 34. Labor Code § 201 requires an employer who discharges an employee to pay all
18 compensation due and owing to that employee immediately upon discharge.

19 35. Labor Code § 202 requires an employer to pay compensation due and owing to said
20 employee within seventy-two (72) hours of that employee's termination of employment by
21 resignation.

22 36. Labor Code § 203 provides that if an employer willfully fails to pay compensation
23 promptly upon separation from employment, as required by either §§ 201 or 202, then the
24 employer is liable for waiting time penalties in the form of continued compensation for up to 30
25 work days.

26 37. DEFENDANTS willfully failed and refused to timely pay compensation and wages,
27 including unpaid overtime pay and meal period compensation, to WRITERS whose employment
28

1 terminated. As a result, DEFENDANTS are liable to terminated WRITERS for waiting time
2 penalties, together with interest thereon and attorneys' fees and costs, under Labor Code § 203.

3 38. PLAINTIFF, on behalf of himself and similarly situated WRITERS, requests relief
4 as described below.

5
6 **FIFTH CAUSE OF ACTION**

7 **VIOLATIONS OF THE UCL**
8 **(BUSINESS & PROFESSIONS CODE §§ 17200-09.)**

9 39. The allegations above are realleged and incorporated herein by reference, and
10 PLAINTIFF alleges as follows a cause of action on behalf of himself and the above-described class
11 of similarly situated WRITERS and in a representative capacity under Business and Professions
12 Code § 17204:

13 40. Business & Professions Code § 17200 prohibits unfair competition in the form of
14 any unlawful, unfair, or fraudulent business act or practice.

15 41. Business & Professions Code § 17204 allows "any person acting for the interests of
16 itself, its members or the general public" to prosecute a civil action for violation of the UCL.

17 42. Beginning at an exact date unknown to PLAINTIFF, but at least four years prior to
18 the date of the filing of this action, DEFENDANTS committed unlawful, unfair, and/or fraudulent
19 business acts and practices as defined by Business & Professions Code § 17200, by engaging in the
20 following:

21 a. Improperly and unlawfully failing to pay overtime compensation, as
22 described above;

23 b. Improperly and unlawfully failing to provide adequate meal periods
24 and/or pay meal period compensation, as described above;

25 c. Failing to pay all accrued overtime and meal period compensation to
26 WRITERS upon termination of their employment, in violation of Labor Code §§ 201-203, as
27 described above;

28 d. Failing to provide accurate itemized wage statements, in violation of
Labor Code § 226, as described above; and

1 43. The violations of these laws serve as unlawful predicate acts and practices for
2 purposes of Business and Professions Code § 17200.

3 44. As a direct and proximate result of DEFENDANTS' unlawful, unfair, and/or
4 fraudulent acts and practices described herein, DEFENDANTS have received and continue to hold
5 ill-gotten gains belonging to PLAINTIFF and CLASS MEMBERS. DEFENDANTS have profited
6 from their unlawful, unfair, and/or fraudulent acts and practices in the amount of those unpaid
7 overtime and meal period compensation and interest accrued by PLAINTIFF and similarly situated
8 WRITERS.

9 45. PLAINTIFF and similarly situated WRITERS are entitled to restitution pursuant to
10 Business & Professions Code §§ 17203 and 17208 for all unpaid overtime and meal period
11 compensation and interest since four years from the filing of this action.

12 46. PLAINTIFF and similarly situated WRITERS are entitled to enforce all applicable
13 penalty provisions of the Labor Code pursuant to Business & Professions Code § 17202.

14 47. PLAINTIFF'S success in this action will enforce important rights affecting the
15 public interest. In this regard, PLAINTIFF sues on behalf of the public as well as on behalf of
16 himself and others similarly situated. PLAINTIFF seeks and is entitled to the unpaid
17 compensation, declaratory and injunctive relief, civil penalties, and any other appropriate remedy.

18 48. Injunctive relief is necessary and appropriate to prevent DEFENDANTS from
19 continuing and repeating its unlawful, unfair and fraudulent business acts and practices alleged
20 above.

21 49. In order to prevent DEFENDANTS from profiting and benefiting from their
22 wrongful and illegal acts and continuing those acts, an order requiring DEFENDANTS to disgorge
23 all the profits and gains its has reaped and restore such profits and gains to WRITERS, from whom
24 they were unlawfully taken.

25 50. PLAINTIFF has assumed the responsibility of enforcement of the laws and lawful
26 claims specified herein. There is a financial burden incurred in pursuing this action that is in the
27 public interest. Therefore, attorneys' fees are appropriate pursuant to Code of Civil Procedure §
28 1021.5.

1 f. Business and Professions Code §§ 17200-17208, by failing to
2 provide adequate meal periods and/or pay meal period compensation to PLAINTIFF and similarly
3 situated WRITERS;

4 g. Business and Professions Code §§ 17200-17208, by failing to
5 provide PLAINTIFF and similarly situated WRITERS with itemized statements of total hours
6 worked with each payment of wages; and

7 h. Business and Professions Code §§ 17200-17208, by willfully failing
8 to pay PLAINTIFF and similarly situated WRITERS overtime and meal period compensation at
9 the time of termination of employment, resulting in unpaid waiting time penalties;

10 5. A declaratory judgment that DEFENDANTS' violations as described above
11 were willful;

12 6. For an equitable accounting to identify, locate, and restore to all current and
13 former WRITERS the wages that are due;

14 7. An award to PLAINTIFF and the CLASS MEMBERS of damages in the
15 amount of unpaid overtime and meal period compensation, including interest thereon, subject to
16 proof at trial;

17 8. As to those CLASS MEMBERS who have left DEFENDANTS' employ, an
18 award of payments due to them as waiting time penalties, pursuant to Labor Code § 203;

19 9. An order requiring DEFENDANTS to pay restitution of all amounts owed to
20 PLAINTIFF and similarly situated WRITERS for DEFENDANTS' failures to pay legally required
21 overtime and meal period compensation, and interest thereon, in an amount according to proof,
22 pursuant to Business & Professions Code § 17203;

23 10. For an order imposing all statutory and/or civil penalties provided by law,
24 including but not limited to, penalties under Labor Code §§ 203, 226, and 558;

25 11. An award to PLAINTIFF and the CLASS MEMBERS of reasonable
26 attorneys' fees and costs, pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 226,
27 and 1194, and/or other applicable law; and
28

