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12 Attorneys for Plaintiffs

13 UNITED STATES DISTRICT COURT
14
15 NORTHERN DISTRICT OF CALIFORNIA

16 LISETTE ADAMS and GRANVILLE)
17 MCCOLLOUGH,)

18 Plaintiffs,)

19 vs.)

20 THE CITY AND COUNTY OF SAN)
21 FRANCISCO and THE CITY AND)
22 COUNTY OF SAN FRANCISCO)
23 SHERIFF'S DEPARTMENT)

24 Defendant.)

Case No.

COMPLAINT
FLSA COLLECTIVE ACTION;
RULE 23 CLASS ACTION

(1) FAILURE TO PAY FLSA
OVERTIME (29 U.S.C §§ 207, 216(B),
255(A));
(2) FAILURE TO PAY CALIFORNIA
MINIMUM WAGE (Labor Code §§
1182.11, 1194 et seq.; IWC Wage Order
4; IWC Minimum Wage Order); and
(3) FAILURE TO PAY SAN
FRANCISCO MINIMUM WAGE (S.F.
Admin. Code)

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1 Plaintiffs allege as follows on behalf of themselves and all others similarly situated:

2 **INTRODUCTION**

3 1. This lawsuit seeks damages resulting from the failure and refusal of Defendants The City
4 and County of San Francisco and The City and County of San Francisco Sheriff's Department
5 (collectively referred to hereinafter as "the Department" or "Defendants") to pay its Sergeants,
6 Lieutenants, Captains, and Chief Deputy Sheriffs (collectively referred to hereinafter as
7 "Supervisors") for all compensable work they have performed at the proper rate of pay, in
8 violation of the Fair Labor Standards Act ("FLSA"), the California Labor Code, and the San
9 Francisco Minimum Wage Ordinance. The Department has failed to pay Plaintiffs and similarly
10 situated Supervisors for all compensable time spent engaged in certain pre- and post-shift
11 activities. Specifically, the Department has failed to pay Supervisors for the time they spend
12 conducting and attending meetings before their shifts, referred to as "musters"; the time they
13 spend before their shifts preparing for musters and/or for meetings that occur immediately at the
14 beginning of their shifts; the time they spend after their shifts conferring with incoming
15 Supervisors; and the time they spend donning and doffing their uniforms and equipment.

16 2. Plaintiffs bring claims for payment of overtime, liquidated damages, interest, and
17 attorneys' fees and costs under the FLSA on behalf of themselves and all similarly situated
18 Supervisors who file valid consents to be included in this collective action and who were
19 employed by the Department during the "Collective Action Period" commencing three years prior
20 to the filing of their respective consents ("FLSA Collective Action Members").

21 3. Plaintiffs bring claims under California Labor Code §§ 1182.11, 1182.12, and 1194 *et*
22 *seq.*, California Industrial Welfare Commission ("IWC") Wage Order 4, and the IWC Minimum
23 Wage Order for minimum wage, liquidated damages, statutory and civil penalties, interest, and
24 attorneys' fees and costs on behalf of a Federal Rule of Civil Procedure 23 Class of Supervisors
25 employed by Defendants during the "Class Period" commencing on October 9, 2010 ("Class
26 Members").

27 4. Plaintiffs bring claims under the San Francisco Minimum Wage Ordinance, S.F. Admin.
28 Code §§ 12R.1 *et seq.*, for minimum wage, liquidated damages, interest, and attorneys' fees and

1 costs on behalf of all Class Members, as well as on behalf of the public as provided by S.F.
2 Admin. Code § 12R.7(c).

3 **PARTIES**

4 5. Plaintiff Lisette Adams has worked as a Sergeant, Lieutenant, and Captain for Defendants
5 from 2005 through the present. Plaintiff Adams has been at all relevant times an “employee”
6 within the meaning of the FLSA, the California Labor Code, IWC Wage Order 4, the IWC
7 Minimum Wage Order, and the San Francisco Minimum Wage Ordinance.

8 6. Plaintiff Granville McCollough has worked as a Sergeant for Defendants from 2005
9 through the present. Plaintiff McCollough has been at all relevant times an “employee” within
10 the meaning of the FLSA, the California Labor Code, IWC Wage Order 4, the IWC Minimum
11 Wage Order, and the San Francisco Minimum Wage Ordinance.

12 7. Defendant City and County of San Francisco is and at all relevant times has been a public
13 agency and an employer covered by the FLSA, the California Labor Code, IWC Wage Order 4,
14 the IWC Minimum Wage Order, and the San Francisco Minimum Wage Ordinance.

15 8. Defendant City and County of San Francisco Sheriff’s Department is and at all relevant
16 times has been a public agency and an employer covered by the FLSA, the California Labor
17 Code, IWC Wage Order 4, the IWC Minimum Wage Order, and the San Francisco Minimum
18 Wage Ordinance.

19 **JURISDICTION**

20 9. This Court has original jurisdiction over Plaintiffs’ First Claim For Relief pursuant to 28
21 U.S.C. § 1331 and 29 U.S.C. §§ 207 & 216(b).

22 10. This Court has supplemental jurisdiction over Claims For Relief 2 and 3 pursuant to 28
23 U.S.C. § 1367(a).

24 **VENUE AND INTRADISTRICT ASSIGNMENT**

25 11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because a substantial part
26 of the events or omissions giving rise to Plaintiffs’ claims occurred in the County of San
27 Francisco, within the Division in which this action has been commenced.

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FACTS

1
2 12. Plaintiffs and similarly situated Supervisors are responsible, *inter alia*, for managing and
3 supervising Deputy Sheriffs, who perform a wide range of duties, including but not limited to
4 operating the San Francisco County jails, transporting prisoners to and from court hearings, and
5 providing security at courthouses and other County facilities and events. The Department has
6 maintained at all material times a policy and practice of refusing to pay Supervisors for the time
7 they spend engaged in compensable pre- and post-shift activities that are integral and
8 indispensable to their principle duties, as follows:

9 13. Muster Time: Most Supervisors work at a post where the Department requires Supervisors
10 and Deputy Sheriffs coming on duty to participate in a mandatory pre-shift meeting, called a
11 “muster,” which begins 15 minutes before each shift commences. During the muster, Supervisors
12 provide direction and information to Deputy Sheriffs coming on shift and respond to issues raised
13 at the Muster, as required by the Department and as necessary to enable them to perform their
14 duties safely, efficiently and competently on the upcoming shift. The Department is aware that
15 Supervisors preside over and/or participate in these pre-shift musters, because the Department
16 directs the Supervisors to do so, and requires the musters to commence promptly at 15 minutes
17 before the start-time of each upcoming shift.

18 14. Muster Preparation Time: To preside over or to participate in a pre-shift muster, as
19 described above, Supervisors must spend approximately 20 minutes before the muster preparing
20 for it. During this muster preparation time, Supervisors perform tasks integral and indispensable
21 to their primary duties, including but not limited to reviewing email and other communications
22 for issues that bear on the muster and the upcoming shift; speaking with outgoing Supervisors to
23 learn about issues from the previous shift that bear on the upcoming shift; reviewing and revising
24 staffing schedules and Deputy assignments; reviewing other documents and information related to
25 the upcoming muster and shift; and conferring with other incoming Supervisors about issues that
26 bear on the muster and the upcoming shift. The Department is aware that Supervisors perform
27 these tasks prior to the pre-shift muster, and expects them to do so. Performing these tasks is
28 essential for Supervisors to commence the pre-shift muster promptly, and to adequately convey

1 the information which must be conveyed in the muster, and to respond to issues which come up in
2 the muster.

3 15. Pre-Shift Meeting Preparation Time: Certain Supervisors work at posts where the
4 Department does not require them to participate in a *pre*-shift muster, but instead requires that
5 they preside over or participate in a similar meeting with the incoming Deputy Sheriffs
6 immediately at the beginning of their shifts. Although these meetings, themselves, occur on paid
7 time, the Supervisors who work at such posts must necessarily prepare for the meeting in advance
8 of their shifts, so that they are able to conduct and/or participate in the meeting immediately at the
9 start of their shifts, as required by the Department. As with the muster preparation time described
10 above, such Supervisors spend approximately 20 minutes before their shifts preparing for the
11 upcoming meeting and shift. During such pre-shift meeting preparation time Supervisors perform
12 tasks integral and indispensable to their primary duties, including but not limited to reviewing
13 email and other communications; speaking with other Supervisors about matters related to the
14 upcoming shift; and reviewing and revising staffing schedules, Deputy Sheriff assignments, and
15 other documents. The Department is aware that Supervisors perform these tasks prior to their
16 shifts, and expects them to do so, as performing these tasks before their shifts is essential for
17 Supervisors to commence meeting with the Deputy Sheriffs promptly at the beginning of their
18 shifts, and to adequately convey the information which must be conveyed in the meeting, and to
19 respond to issues which come up in the meeting.

20 16. Post-Shift Conference Time: After their shift is over, most outgoing Supervisors typically
21 confer with incoming Supervisors to address any issues necessary to ensure continuity of
22 operations and supervision. The Department is aware that Supervisors participate in these post-
23 shift conferences, which participation is integral and indispensable to Supervisors' principle
24 duties.

25 17. Donning and Doffing Time: Before and after their shifts, Supervisors don and doff their
26 Sheriff's Department uniform and protective gear, which may include a gun holster and service
27 revolver, pepper spray, batons, bulletproof vest, duty belt, and walkie-talkie radio. Supervisors
28 spend a total of approximately 10 minutes donning and doffing their uniforms and gear.

1 Although there is no explicit prohibition against donning and doffing this gear at home, doing so
2 is not practically possible because Supervisors must conceal the fact that they are a sworn peace
3 officer while commuting to and from work.

4 18. These pre- and post-shift activities are integral and indispensable to the Supervisors'
5 principal duties, are performed while the Supervisors are under the control of the Department and
6 with the Department's knowledge and expectation that they perform these activities, and are
7 performed within the geographic boundaries of the City and County of San Francisco.

8 19. Despite the requirements of the FLSA, the California Labor Code, and the San Francisco
9 Minimum Wage Ordinance, the Department has maintained a policy and practice of not paying
10 Supervisors for time spent in any of the above-described pre- and post-shift activities. The
11 Department has failed and refused to pay Supervisors the California and San Francisco minimum
12 wages for this work and has failed and refused to pay Supervisors at 1.5 times their regular rate of
13 pay for this work when it causes their total hours worked per week to exceed 40 hours.

14 20. As a result of Defendants' willful violations of the FLSA, the California Labor Code, and
15 the San Francisco Minimum Wage Ordinance, Plaintiffs and similarly situated Supervisors are
16 owed an amount that has not yet been precisely determined. The employment records of
17 Plaintiffs and similarly situated Supervisors, which are necessary to determine the amount of
18 damages owed, are in the exclusive possession, custody, and control of the Department.
19 Defendants are under a duty imposed by the FLSA, 29 U.S.C. § 211(c), to maintain and preserve
20 payroll and other employment records with respect to the Plaintiffs and similarly situated
21 Supervisors, from which the amount of Defendants' liability can be ascertained.

22 21. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiffs and FLSA
23 Collective Action Members are owed overtime compensation plus interest under the FLSA for
24 their time spent performing the pre- and post-shift work described above. Plaintiffs and Class
25 Members are owed California minimum wage plus interest under the California Labor Code,
26 IWC Wage Order 4, and the IWC Minimum Wage Order for their time spent performing pre- and
27 post-shift work. Plaintiffs and Class Members are owed San Francisco minimum wage plus
28 interest under the San Francisco Minimum Wage Ordinance for their time spent performing pre-

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1 and post-shift work. Pursuant to 29 U.S.C. § 216(b), Plaintiffs and FLSA Collective Action
 2 Members are entitled to recover liquidated damages in an amount equal to their back pay
 3 damages for Defendants' failure to pay overtime compensation due under the FLSA. Plaintiffs
 4 and Class Members are entitled to liquidated damages equal to the amount of unpaid California
 5 overtime, pursuant to Cal. Labor Code §§ 1194 and 1194.2. They are also entitled to liquidated
 6 damages in the amount of \$50 to each Plaintiff and Class Member for each day that a San
 7 Francisco minimum wage violation occurred or continued, pursuant to S.F. Admin. Code §
 8 12R.7(c). Plaintiffs are entitled to statutory and civil penalties and to reasonable attorneys' fees
 9 and costs pursuant to 29 U.S.C. § 216(b), Cal. Labor Code §§ 1192 and 1197.1, and S.F. Admin.
 10 Code § 12R.7(c).

FLSA COLLECTIVE ACTION ALLEGATIONS

11
 12 22. Plaintiffs bring their First Claim for Relief for violations of the FLSA as an "opt-in"
 13 collective action pursuant to Section 16(b) of the FLSA, 29 U.S.C. § 216(b), on behalf of all
 14 persons who have been employed by the Department as a Sergeant, Lieutenant, Captain, and/or
 15 Chief Deputy Sheriff at any time during the period commencing three years prior to the filing of
 16 this action ("FLSA Collective Action Members") and who file a written Consent To Become
 17 Party Plaintiff in this action.

18 23. Plaintiffs and the FLSA Collective Action Members are similarly situated, perform
 19 substantially similar duties for the Department, and have been uniformly subject to the
 20 Department's common policy and practice of not properly compensating Supervisors for time
 21 spent engaged in pre- and post-shift activities, as described above, in violation of the FLSA.

22 24. Plaintiffs' Claim for Relief for violations of the FLSA may be brought and maintained as
 23 an "opt-in" collective action pursuant to Section 16(b) of the FLSA, 28 U.S.C. § 216(b), because
 24 the named Plaintiffs' claims are similar to the claims of the FLSA Collective Action Members.

25 25. The names and addresses of the FLSA Collective Action Members are available from
 26 Defendants. Accordingly, Plaintiffs pray herein for an Order requiring Defendants to provide the
 27 names and all available locating information for FLSA Collective Action Members, so notice can
 28 be provided to them of the pendency of this action, and of their right to opt in to this action.

RULE 23 CLASS ACTION ALLEGATIONS

1
2 26. Plaintiffs bring their Second Claim for Relief under California law and their Third Claim
3 for Relief under the San Francisco Administrative Code as a class action on behalf of, and seek to
4 have certified pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Class comprised
5 of:

6 All persons who have been employed by Defendants as Sergeants, Lieutenants,
7 Captains, and/or Chief Deputy Sheriffs at any time from October 9, 2010 until
8 resolution of these claims.

9 27. The class claims herein have been brought and may properly be maintained as a class
10 action under Rule 23 of the Federal Rules of Civil Procedure because (1) the Class is so numerous
11 that joinder of all Class Members is impracticable; (2) there are questions of law and/or fact
12 common to the Class; (3) the claims of the proposed class representatives are typical of the claims
13 of the Class; and (4) the proposed class representatives and their counsel will fairly and
14 adequately protect the interests of the Class. In addition, the questions of law or fact that are
15 common to the Class -- and the answers to those common question -- predominate over any
16 questions affecting only individual members of the Class, and a class action is superior to other
17 available means for fairly and efficiently adjudicating the controversy.

18 a. Ascertainability and Numerosity: The Class Members as defined herein are so
19 numerous that joinder would be impracticable. On information and belief,
20 Defendants have employed approximately 100 Supervisors during the Class
21 Period. The names, addresses, and email addresses of the Class Members are
22 available to Defendants. Notice can be provided to the Class Members via first
23 class mail and email using techniques and a form of notice similar to those
24 customarily used in class action lawsuits of this nature.

25 b. Commonality and Predominance of Common Questions: There are questions of
26 law and fact common to Plaintiffs and the Class Members that predominate over
27 any questions affecting only individual members of the Class. These common
28 questions of law and fact include:

i. Whether Supervisors' pre- and post-shift activities, as enumerated above,

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were performed under the Department’s control and for the Department’s benefit such that they constitute “hours worked” under the California Labor Code, IWC Wage Order 4, and the IWC Minimum Wage Order.

- ii. Whether Supervisors’ time spent engaged in pre- and post-shift activities, as enumerated above, constitute hours worked within the geographic boundaries of the City of San Francisco, such that it is compensable under the San Francisco Minimum Wage Ordinance.
- iii. Whether Defendants have maintained a policy and practice of not compensating Supervisors at the California minimum wage rate for each hour they spend engaged in the pre- and post-shift activities described above.
- iv. Whether Defendants have maintained a policy and practice of not compensating Supervisors at the San Francisco minimum wage rate for each hour they spend engaged in the pre- and post-shift activities described above.
- v. Whether Defendants’ compensation policies and practices with regard to time Supervisors spend engaged in pre- and post-shift activities violate the California Labor Code, IWC Wage Order 4, the IWC Minimum Wage Order, and/or the San Francisco Minimum Wage Ordinance.
- vi. The proper formula for calculating minimum wage, interest, liquidated damages, and statutory and civil penalties owed for violations of the California Labor Code, IWC Wage Order 4, the IWC Minimum Wage Order, and the San Francisco Minimum Wage Ordinance.

c. Typicality: Plaintiffs’ claims are typical of the claims of the other Class Members. Defendants’ common course of unlawful conduct has caused Plaintiffs and similarly situated Class Members to sustain the same or similar injuries and damages caused by the same common policies, practices, and decisions of Defendants. Plaintiffs’ claims are thereby typical of the claims of the other Class

1 Members.

- 2 d. Adequacy of Representation: Plaintiffs are members of the Class defined above,
3 do not have any conflicts of interest with other Class Members, and will prosecute
4 the case vigorously on behalf of the Class. Plaintiffs will fairly and adequately
5 represent and protect the interests of the Class Members. Plaintiffs have retained
6 counsel who are competent and experienced in litigating large employment class
7 actions, including large wage and hour class actions.
- 8 e. Superiority: The expense and burden of individual litigation by each member of
9 the Class makes it impractical for Class Members to seek redress individually for
10 the wrongful conduct alleged herein. Should separate actions be brought, or be
11 required to be brought, by each individual Class Member, the resulting multiplicity
12 of lawsuits would cause undue hardship and expense for the Court and the
13 litigants. The prosecution of separate actions would also create a risk of
14 inconsistent rulings which might be dispositive of the interests of other Class
15 Members who are parties to the adjudication and/or may substantially impede their
16 ability to adequately protect their interests.

17 **FIRST CLAIM FOR RELIEF**

18 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF THE FLSA**
19 **29 U.S.C. §§ 207, 215(a)(2), 216(b) & 255(a)**
20 **(On Behalf of Plaintiffs and FLSA Collective Action Members)**

21 28. The allegations of each of the preceding paragraphs are realleged and incorporated herein
22 by reference, and Plaintiffs allege as follows a claim for relief on behalf of themselves and all
23 FLSA Collective Action Members.

24 29. At all relevant times, each Defendant has been, and continues to be, a public agency and
25 "employer" within the meaning of the FLSA, 29 U.S.C § 203(d), and an "enterprise engaged in
26 commerce or in the production of goods for commerce" within the meaning of 29 U.S.C. §
27 207(a). At all relevant times, Defendants have employed, and/or continue to employ,
28 "employee[s]," including Plaintiffs and each of the FLSA Collective Action Members, within the
meaning of 29 U.S.C. § 203(e)(2)(C).

1 30. Plaintiffs consent to sue in this action pursuant to Section 16(b) of the FLSA, 29 U.S.C. §
2 216(b). True and correct copies of Consents to Become Party Plaintiffs executed by Plaintiffs
3 Adams and McCollough are attached hereto, as Exhibit A. Plaintiffs will file additional Consents
4 to Become Party Plaintiffs executed by other FLSA Collective Action Members as they are
5 secured.

6 31. The FLSA requires each covered employer, such as Defendants, to compensate all non-
7 exempt employees at the rate of not less than one and one-half times the properly calculated
8 regular rate of pay for all hours worked in excess of forty (40) hours in a week.

9 32. At all relevant times, Defendants have had a policy and practice of not paying Plaintiffs
10 and FLSA Collective Action Members overtime compensation for all time they spend engaged in
11 compensable pre-shift and post-shift activities that are integral and indispensable to their principal
12 duties, including muster time, muster preparation time, pre-shift meeting preparation time, post-
13 shift conference time, and donning and doffing time of uniforms and equipment.

14 33. Defendants' failure and refusal to compensate for the aforementioned hours worked has
15 been willful and lacking good faith.

16 34. By willfully failing to compensate Plaintiffs and the FLSA Collective Action Members at
17 a rate of not less than one and one-half times the regular rate of pay for such pre- and post-shift
18 work performed in excess of forty (40) hours in a workweek, Defendants have violated, and
19 continue to violate the FLSA, 29 U.S.C. §§201, *et seq.*

20 35. As a direct and proximate result of Defendants' unlawful acts, Plaintiffs and FLSA
21 Collective Action Members have been deprived of overtime compensation in an amount to be
22 determined at trial, and are entitled to recover damages in the form of back pay compensation for
23 all hours worked during the applicable period, calculated at the proper lawful rate of pay,
24 including time-and-one-half overtime premium pay for all compensable hours worked in excess
25 of 40 hours per week; interest; liquidated damages; and attorneys' fees and costs, as provided by
26 the FLSA, 29 U.S.C. §§216(b) and 255, and such other legal and equitable relief as the Court
27 deems just and proper.
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SECOND CLAIM FOR RELIEF
FAILURE TO PAY MINIMUM WAGE
Cal. Labor Code §§ 1182.11, 1194 *et seq.*; IWC Wage Order 4; IWC Minimum Wage Order
(On Behalf of Plaintiffs and Class Members)

36. The allegations of each of the preceding paragraphs are realleged and incorporated herein by reference, and Plaintiffs allege as follows a claim of relief on behalf of themselves and all Class Members.

37. At all times relevant to this Complaint, Cal. Labor Code §§ 1182.11, 1182.12, 1194, 1197, 1198; IWC Wage Order 4, § 4; and the IWC Minimum Wage Order were in full force and effect and required that Defendants pay Plaintiffs and Class Members California minimum wage for each hour worked at the rate of \$8.00 per hour.

38. Defendants failed to pay Plaintiffs and Class Members for all hours worked at the statutory minimum wage rate, as required by law, including for pre- and post-shift work time spent attending and conducting musters, preparing for musters, preparing for meetings, conferring after their shifts with incoming Supervisors, and donning and doffing uniforms, which work was performed under the Department’s control.

39. As a direct and proximate result of Defendants’ acts and/or omissions, Plaintiffs have been deprived of minimum wages due in amounts to be determined at trial, and to additional amounts as liquidated damages and interest, pursuant to Cal. Labor Code §§ 1194 and 1194.2.

40. By violating Cal. Labor Code §§ 1182.11, 1182.12, 1194, 1197, 1198; IWC Wage Order 4, § 4; and the IWC Minimum Wage Order, Defendants are also liable for civil and statutory penalties and reasonable attorneys’ fees and costs under Cal. Labor Code §§ 1194 and 1197.1(a).

41. Defendants’ actions were willful, and were committed with the wrongful intent to injure Plaintiffs and Class Members and in conscious disregard of their rights.

42. Plaintiffs request relief as described below.

THIRD CLAIM FOR RELIEF
FAILURE TO PAY SAN FRANCISCO MINIMUM WAGE
S.F. Admin. Code §§ 12R.2 *et seq.*
(On Behalf of Plaintiffs, Class Members, and the Public)

43. The allegations of each of the preceding paragraphs are realleged and incorporated herein

1 by reference, and Plaintiffs allege as follows a claim of relief on behalf of themselves, all Class
2 Members, and the public.

3 44. At all times relevant to this Complaint, the San Francisco Minimum Wage Ordinance, S.F.
4 Admin. Code § 12R.2 *et seq.*, was in full force and effect and required that Defendants pay
5 Plaintiffs and Class Members the San Francisco minimum wage for each hour worked within the
6 geographic boundaries of the City of San Francisco at the rate of \$9.79 per hour in 2010, \$9.92
7 per hour in 2011, \$10.24 per hour in 2012, and \$10.55 per hour in 2013.

8 45. Defendants failed to pay Plaintiffs and Class Members at the San Francisco minimum
9 wage rate for all hours worked, including time spent attending and conducting musters, preparing
10 for musters, preparing for meetings, conferring after their shifts with incoming Supervisors, and
11 donning and doffing of uniforms and equipment, which work was performed under the
12 Department's control and within the geographic boundaries of the City of San Francisco.

13 46. As a direct and proximate result of Defendants' acts and/or omissions, Plaintiffs have
14 been deprived of minimum wages due in amounts to be determined at trial, and to additional
15 amounts as liquidated damages and interest, pursuant to S.F. Admin. Code § 12R.7(c) & (d).

16 47. By violating the San Francisco Minimum Wage Order, Defendants are also liable for
17 reasonable attorneys' fees and costs under S.F. Admin. Code § 12R.7(c).

18 48. Defendants' actions were willful, and were committed with the wrongful intent to injure
19 Plaintiffs and Class Members and in conscious disregard of their rights.

20 49. Plaintiffs request relief as described below.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs, on their own behalf, and on behalf of each similarly situated
23 FLSA Collective Action Member who files a Consent To Become Party Plaintiff, request relief as
24 follows:

25 1. On Plaintiffs' First Claim for Relief, for an order by the Court certifying Plaintiffs' FLSA
26 claims as a collective action under 29 U.S.C. § 216(b), requiring Defendants to identify all FLSA
27 Collective Action Members and to provide all available locating information for the FLSA
28 Collective Action Members, and providing notice to all FLSA Collective Action Members of this

1 lawsuit and of their opportunity to file a written Consent To Become Party Plaintiff in this action.

2 2. On Plaintiffs' First Claim for Relief, for all unpaid wages due and owing under the FLSA,
3 commencing three years before the date Collective Action Class Members' Consents To Become
4 Party Plaintiffs are filed, including: (A) compensation for all hours worked during the applicable
5 period, per 29 U.S.C. §§ 216(b), 255(a), calculated at the proper lawful rate of pay, including
6 time-and-one-half overtime premium pay for all compensable hours worked in excess of 40 hours
7 per week; (B) an equal additional amount as liquidated damages, per 29 U.S.C. § 216(b); and (C)
8 attorneys' fees and costs.

9 3. On Plaintiffs' First Claim for Relief, for pre-judgment interest at the maximum lawful
10 amount on all monetary damages awarded.

11 4. For such other relief as the Court may deem just and appropriate.

12 WHEREFORE, Plaintiffs, on their own behalf, and on behalf of all Class Members,
13 request relief as follows:

14 5. On Plaintiffs' Second and Third Claims for Relief, that the Court order certification of the
15 Class pursuant to Federal Rule of Civil Procedure 23(b)(3);

16 6. On Plaintiffs' Second and Third Claims for Relief, a declaratory judgment that Defendants
17 have knowingly and intentionally violated the following provisions of law:

18 a. California Labor Code §§ 1182.11, 1182.12, 1194, 1197, 1198; IWC Wage Order 4, §
19 4; and the IWC Minimum Wage Order by failing to pay California minimum wage to
20 Plaintiffs and Class Members for their pre- and post-shift work;

21 b. The San Francisco Minimum Wage Ordinance, S.F. Admin. Code § 12R.2 *et seq.*, by
22 failing to pay San Francisco minimum wage to Plaintiffs and Class Members for their
23 pre- and post-shift work;

24 7. On Plaintiffs' Second and Third Claims for Relief, a declaratory judgment that
25 Defendants' violations as described above were willful;

26 8. On Plaintiffs' Second and Third Claims for Relief, an injunction ordering Defendants to
27 pay Supervisors the minimum wages required by California and San Francisco law for the pre-
28 and post-shift activities described above;

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1 9. On Plaintiffs' Second and Third Claims for Relief, an equitable accounting to identify,
2 locate, and restore to Plaintiffs and Class Members the wages that are due;

3 10. On Plaintiffs' Second and Third Claims for Relief, an award to Plaintiffs and Class
4 Members of damages in the amount of unpaid minimum wage, including interest thereon, plus
5 liquidated damages, pursuant to Labor Code § 1194.2 and S.F. Admin. Code § 12R.7(c), subject
6 to proof at trial; an award to Plaintiffs and Class Members of statutory and civil penalties because
7 of Defendants' failure to pay minimum wage, including penalties under Labor Code § 1197.1(a)
8 and any other applicable penalties, subject to proof at trial; and an award to Plaintiffs and Class
9 Members of reasonable attorneys' fees and costs, pursuant to California Labor Code § 1194 and
10 S.F. Admin. Code § 12R.7(c);

11 11. For such other relief as the Court may deem just and proper.

12 WHEREFORE, Plaintiffs, on behalf of the public, request relief as follows:

13 12. On Plaintiffs' Third Claim for Relief, a declaratory judgment that Defendants have
14 knowingly and intentionally violated the San Francisco Minimum Wage Ordinance, S.F. Admin.
15 Code § 12R.2 *et seq.*, by failing to pay San Francisco minimum wage to Plaintiffs and other
16 current and former Supervisors employed by the Department;

17 13. On Plaintiffs' Third Claim for Relief, an injunction ordering Defendants to pay
18 Supervisors the minimum wages required by San Francisco law for the pre- and post-shift
19 activities described above;

20 14. On Plaintiffs' Third Claim for Relief, an equitable accounting to identify, locate, and
21 restore to Plaintiffs and other current and former Supervisors employed by Defendants the wages
22 Defendants owed but failed to pay them, in violation of the San Francisco Minimum Wage
23 Ordinance;

24 15. On Plaintiffs' Third Claim for Relief, restitutionary relief to Plaintiffs and other current
25 and former Supervisors employed by Defendants in the form of the wages Defendants owed but
26 failed to pay them, including interest thereon, pursuant to S.F. Admin. Code § 12R.7(c), subject
27 to proof at trial;

28 //

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1 16. On Plaintiffs' Third Claim for Relief, an award to Plaintiffs of reasonable attorneys' fees
2 and costs, pursuant to S.F. Admin. Code § 12R.7(c);

3 17. For such other relief as the Court may deem just and proper.
4

5 Dated: October 9, 2013

Respectfully submitted,
LEONARD CARDER, LLP

7 By: /s/ Philip C. Monrad

8 Philip C. Monrad
9 Aaron Kaufmann
10 Elizabeth Morris
11 Attorneys for Plaintiffs

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