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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Case No. BC 423476

ASSIGNED FOR ALL PURPOSES TO:
Hon. Rita Miller – Dept. 16

FIRST AMENDED CLASS ACTION
COMPLAINT FOR

1. Failure to Pay Overtime Wages
2. Failure to Provide Meal periods
3. Failure to Provide Rest Periods
4. Labor Code § 203 Penalties
5. Failure to Provide Itemized Statements
6. Unfair Business Practices (B&P § 17200)

DEMAND FOR JURY TRIAL

ARMOND SARKISIAN, an individual
California resident, ALEXANDER
POTASHNIK, an individual California resident,
on behalf of themselves and all others similarly
situated,

Plaintiffs

vs.

SYMANTEC CORPORATION, a Delaware
corporation and DOES 1 through 100, inclusive,

Defendants.

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16 themselves and all others similarly situated

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1 Plaintiffs ARMOND SARKISIAN and ALEXANDER POTASHNIK ("Plaintiffs")

2 allege, on behalf of themselves and classes of those similarly situated, as follows:

3 **I.**

4 **INTRODUCTION**

5 1. This is an action by and on behalf of current and former employees of

6 SYMANTEC CORPORATION, a Delaware Corporation (hereinafter "Defendant(s)" or

7 "SYMANTEC"), who are or were employed in Defendants' locations in California and held

8 titles or positions as Associate Software Engineer and/or Associate SQA Engineer. These

9 positions were misnomers lacking the exercise of discretion and independent judgment in the

10 performance of their primary duties, and in performing such duties should have been classified

11 as non-exempt pursuant to Wage Order 4 and, therefore, paid overtime. Plaintiffs and the class

12 they seek to represent were given titles that were inconsistent and unrealistic with the "job

13 requirements and expectations" as defined by SYMANTEC. Plaintiffs, and the class they seek to

14 represent within either title reference above, were misclassified and are owed overtime and other

15 remedies under California law (hereinafter, "THE CLASS").

16 2. Such job categories, titles, and positions were not realistic and the expectations

17 were inconsistent with the duties actually performed. As such, SYMANTEC did not satisfy the

18 legally required minimum to unilaterally designate this class of employees as exempt from

19 overtime. These job titles were, are, and continue to be a misnomer, because the majority of the

20 work performed by this class of employees is not, and was not, exempt in nature. Furthermore,

21 the titles themselves do not reflect the true nature of the duties performed by these employees.

22 These employees thus are and were entitled to overtime and other protections as non-exempt

23 employees. It is *Defendants' burden* of pleading, evidence and proof to show that these

24 employees are and were exempt under California wage and hour law. These employees have

25 spent an insignificant amount of work time doing anything that constitutes "exempt," and for that

26 reason and others, they are and always have been entitled to overtime pay and non-exempt

27 treatment under California wage and hour law.

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1 Plaintiffs' duties and those of THE CLASS they seek to represent were routine in
 2 nature and relied on the use of templates and other automated processes. Although, the job titles
 3 suggest the performance of high level job duties for the positions described herein, the actual job
 4 duties are limited to performing routing production work, not requiring special expertise, and
 5 involving little or no exercise of discretion.

6 **II.**

7 **JURISDICTION AND VENUE**

8 **Plaintiffs**

9 4. Plaintiffs ARMOND SARKISIAN and ALEXANDER POTASHNIK are Los
 10 Angeles, California residents.

11 **Defendants**

12 5. The Superior Court of the State of California for the County of Los Angeles has
 13 jurisdiction over SYMANTEC COMMUNICATIONS, INC., a Delaware Corporation, because it
 14 has qualified with the California Secretary of State to do business and is doing business in,
 15 California, and in LOS ANGELES COUNTY.

16 6. Venue as to each defendant is proper in this judicial district, pursuant to
 17 California Code of Civil Procedure section 395.

18 7. The true names and capacities, whether individual, corporate, associate, or
 19 otherwise, of defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to
 20 Plaintiffs, who therefore sue Defendants by such fictitious names under California Code of Civil
 21 Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the
 22 defendants designated herein as a DOE is legally responsible in some manner for the unlawful
 23 acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the
 24 true names and capacities of the defendants designated hereinafter as DOES when such identities
 25 become known.

26 8. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
 27 acted in all respects pertinent to this action as the agent of the other defendants, carried out a
 28 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each

1 defendant are legally attributable to the other defendants. Furthermore, Defendants in all respects

2 acted as the employer and/or joint employer of Plaintiffs and THE CLASS. Plaintiffs are

3 informed and believe and thereon allege that at all times relevant to this action, the named

4 defendant and defendants DOES 1 through 100 were affiliated and were an integrated enterprise.

5 9. Plaintiffs are informed and believe and thereon allege that at all relevant times

6 each defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and

7 the other Class Members, and exercised control over the wages, hours, and working conditions

8 of Plaintiffs and the other Class Members. Plaintiffs are informed and believe and thereon allege

9 that, at all relevant times, each defendant was the principal, agent, partner, joint venturer, officer,

10 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest

11 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some

12 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to

13 some or all of the other Defendants so as to be liable for their conduct with respect to the matters

14 alleged below. Plaintiffs are informed and believe and thereon allege that each defendant acted

15 pursuant to and within the scope of the relationships alleged above, that each defendant knew or

16 should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted

17 the conduct of all other Defendants; and that each defendant acted pursuant to a conspiracy and

18 agreement to do the things alleged herein.

19 III.

20 SUMMARY OF CLAIMS

21 10. Plaintiffs are former SYMANTEC employees whose primary duties were non-

22 exempt and who were misclassified by SYMANTEC as exempt from the overtime provisions of

23 the applicable state wage and hour laws of California, as described in this complaint.

24 11. Plaintiff ARMOND SARKISIAN held the title of Associate SQA Engineer and

25 was misclassified in the performance of his primary duties under that title. Plaintiff

26 ALEXANDER POTASHNIK held the title of Associate Software Engineer and was

27 misclassified in the performance of his primary duties under that title. Plaintiffs bring this action

28 on behalf of all persons who were, are, or will be employed by SYMANTEC in California under

1 either title and as defined in the complaint at any time within the four years prior to the date of

2 the filing of this Complaint through the date of the final disposition of this action (the "California

3 Class Period"), and who were, are, or continue to be improperly misclassified as exempt from

4 overtime pay under California law.

5 **IV.**

6 **CLASS ALLEGATIONS**

7 12. Plaintiffs bring this cause of action on behalf of themselves and on behalf of THE

8 CLASS of all persons similarly situated, as more fully explained below. This action is brought

9 and may properly be maintained as a class action pursuant to the provisions of California Code

10 of Civil Procedure section 382 and other applicable law pertaining to class actions.

11 13. The proposed Class Plaintiffs seek to represent, sometimes referred to herein as

12 the "Class Members," is presently defined as follows: all employees of any of the Defendants

13 who are, have been, or will be employed in any California location owned or operated by any of

14 the Defendants in any job whose title is or was referred to by any of the Defendants as defined

15 above or any similar derivative title that is better defined by a "skill set" that describes realistic

16 descriptions and expectations of the duties performed by THE CLASS or sub-classes; and, that

17 were so employed during the period of time covered by the statute of limitations applicable to the

18 particular cause of action in which the terms "Class Members" or "Class" appear, including

19 periods of time during which the statute of limitations was or may have been tolled or suspended.

20 There is a well defined community of interest in the litigation and THE CLASS is ascertainable.

21 A. **Numerosity:** THE CLASS is so numerous that individual joinder of all members

22 is impractical under the circumstances of this case. While the exact number of Class Members is

23 unknown to Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that it is

24 several thousand employees or more.

25 B. **Common Questions Predominate:** Common questions of law and fact exist as

26 to all Class Members, and predominate over any questions that affect only individual members

27 of THE CLASS. The common questions of law and fact include, but are not limited to:

28

1 (A) What were and are the policies, programs, practices, procedures and protocols of Defendants regarding Class Members' actual work and tasks, and their job duties irrespective of job titles;

2 (B) Whether Defendants are and were subject to overtime requirements contained in the California IWC Wage Orders and other California law with respect to **THE CLASS** Members pursuant to Labor Code Section 510, and Wage Order, No. 4-2001, for the period commencing four years prior to the date of the filing of this complaint and continuing through the date of judgment;

3 (C) Whether Defendant's policy and practice of classifying Class Members as exempt from overtime entitlement under California law and Defendant's policy and practice of failing to pay overtime to the California Class members violate applicable provisions of California law, including applicable statutory and regulatory authority;

4 (D) Whether Defendant unlawfully failed to pay overtime compensation in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §17200 et seq., and the California Labor Code and related regulations, Cal. Labor Code §§ 201, 202, 203, 226, 510, 1174, 1174.5, and 1194, the applicable Cal. Wage Orders;

5 (E) Whether Defendants violated California law by their policies, programs, practices, procedures and protocols regarding rest periods for Class Members;

6 (F) Whether Defendants violated California law by their policies, programs, practices, procedures and protocols regarding meal periods for Class Members;

7 (G) What were and are the policies, programs, practices, procedures and protocols of Defendants regarding furnishing to **THE CLASS** Members, upon each payment of wages, itemized statements required by Labor Code section 226;

8 (H) Whether Defendants violated California law by their policies, programs, practices, procedures and protocols regarding furnishing to **THE CLASS** Members, upon each payment of wages, itemized statements required by Labor Code section 226;

9 (I) Whether Defendants violated Business & Professions Code sections 17200 et seq. by their policies, programs, practices, procedures and conduct referred to in this cause of action;

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1 Whether Defendants obtained voluntarily waivers with consent
 2 and full disclosure, and whether a written signed waiver is effective as to all
 3 future meal and rest periods;
 4 (K) The proper *measure of damages* sustained and the proper
 5 measure of restitution recoverable by members of the California Class; and,
 6 (L) Additional common questions of law and fact may develop as the
 7 litigation progresses.

8 C. **Typicality:** Plaintiff's claims are typical of the claims of THE CLASS Members.
 9 Plaintiffs and other Class Members sustained losses, injuries and damages arising out of the
 10 Defendants' common policies, programs, practices, procedures, and course of conduct referred to
 11 in each cause of action and throughout this Complaint, which were applied uniformly to Class
 12 Members as well as Plaintiffs. Plaintiffs seek recoveries for the same types of losses, injuries,
 13 and damages as were suffered by the other Class Members as well as Plaintiffs.

14 D. **Adequacy:** Plaintiffs and their counsel will fairly and adequately protect the
 15 interests of THE CLASS Members. Plaintiffs have no interest that is adverse to the interests of
 16 the other Class Members.

17 E. **Superiority:** A class action is superior to other available means for the fair and
 18 efficient adjudication of this controversy. Individual joinder of all Class Members is impractical.
 19 Class action treatment will permit a large number of similarly situated persons to prosecute their
 20 common claims in a single forum simultaneously, efficiently, and without the unnecessary
 21 duplication of effort and expense that numerous individual actions engender. Also, because the
 22 losses, injuries and damages suffered by each of the individual Class Members are small in the
 23 sense pertinent to class action analysis, the expenses and burden of individual litigation would
 24 make it extremely difficult or impossible for the individual Class Members to redress the wrongs
 25 done to them. On the other hand, important public interests will be served by addressing the
 26 matter as a class action. The cost to the court system and the public of adjudication of individual
 27 litigation and claims would be substantial, and substantially more than if the claims are treated as
 28 a class action. Individual litigation and claims would also present the potential for inconsistent or
 29 contradictory results.

1 F. Public Policy Considerations: Defendants and other employers throughout the
2 state violate wage and hour laws. Their current employees are often afraid to assert their rights
3 out of fear of direct or indirect retaliation. Their former employees are fearful of bringing claims
4 because doing so can harm their employment and future employment and future efforts to secure
5 employment. Class actions provide Class Members who are not named in the complaint a degree
6 of anonymity that allows for vindication of their rights while eliminating these risks, or at least
7 enormously reducing them.

8

9 **CAUSES OF ACTION**

10 **First Cause of Action**
11 *Failure to Pay Wages at Overtime Rate*
12 (Lab. Code §§ 510, 1194 and 1199, IWC Wage Orders, and Related Violations)

13 14. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set
14 forth herein.

15 15. Throughout the period applicable to this cause of action, Associate Software
16 Engineers and Associate SQA Engineers, Plaintiffs, and the proposed CLASS Members worked
17 in excess of forty (40) hours per week and in excess of eight (8) hours per day.

18 16. Throughout the period applicable to this cause of action, Defendants did not pay
19 Plaintiffs or Class Members at the required overtime rates for the work described in the
20 preceding paragraphs.

21 17. Pursuant to California Labor Code section 1194, Plaintiffs and THE CLASS
22 Members are entitled to recover unpaid overtime compensation, and other unpaid wages, plus
23 interest, plus attorneys' fees and costs.

24 18. As a direct and proximate result of Defendant's unlawful conduct, as set forth
25 herein, the California Plaintiffs and the California Class members have sustained damages,
26 including loss of earnings for hours of overtime worked on behalf of Defendant in an amount to
27 be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and
28 other applicable law.

19. WHEREFORE, Plaintiffs and THE CLASS Members he seeks to represent

request relief as described herein and below.

Second Cause of Action
Failure to Provide Meal Periods
(Lab. Code §§ 226.7 and 512)

20. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set

forth herein.

21. Throughout the period applicable to this cause of action, California law, as set

forth in relevant part by the Industrial Welfare Commission Wage Orders at section (11),

provided as follows:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes . . .

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

22. Similarly, Labor Code section 226.7 requires payment of one (1) hour of pay in

lieu of meal periods not provided by the employer. Throughout the period applicable to this

cause of action, Defendants failed to consistently allow and provide the meal periods required by California law. Therefore, Plaintiffs and THE CLASS Members are entitled to compensation as stated above, plus interest, attorneys' fees, costs and other applicable relief.

23. Throughout the period applicable to this cause of action, Defendants required

Plaintiffs and THE CLASS Members to work during meal periods mandated by the applicable orders of the Industrial Welfare Commission. Therefore Plaintiffs and THE CLASS Members

are entitled to be paid as stated in Labor Code section 226.7, plus interest, attorneys' fees, costs

and other applicable relief.

24. On information and belief, Plaintiffs allege that THE CLASS Members did not

voluntarily or willfully waive rest and/or meal periods and were regularly required to work

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1 through rest and meal periods. Defendants failed to meet the requirements for lawful on-duty
 2 rest and/or meal periods and/or instituted a course of conduct that created a working environment
 3 in which non-exempt employees were incapable of taking rest and/or meal periods. As such,
 4 non-exempt employees were intimidated or coerced into waiving rest and/or meal periods, and
 5 any written waivers were obtained without full disclosure and are thus involuntarily and without
 6 consent.

7 25. WHEREFORE, Plaintiffs and THE CLASS they seek to represent request relief
 8 as described herein and below.

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10 **Third Cause of Action**
 11 *Failure to Provide Rest Periods*
 12 (Lab. Code § 226.7)

13 26. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set
 14 forth herein.

15 27. By their failure to provide rest periods for every four (4) hours or major fraction
 16 thereof worked per workday by non-exempt employees, and failing to provide one (1) hour's pay
 17 in lieu thereof, as alleged above and herein, Defendants willfully violated the provisions of Labor
 18 Code sections 226.7 and IWC Wage Orders at section (12).

19 28. By failing to keep adequate time records required by sections 226 and 1174(d) of
 20 the Labor Code and IWC Wage Order at section (7), Defendants have injured Plaintiffs and
 21 Class Members and made it difficult to calculate the unpaid rest and meal period compensation
 22 due Plaintiffs and members of the Plaintiff Class. On information and belief, Plaintiffs allege
 23 that Defendants' failure to maintain accurate records was willful.

24 29. As a result of the unlawful acts of Defendants, Plaintiffs and THE CLASS they
 25 seek to represent have been deprived of premium wages in amounts to be determined at trial, and
 26 are entitled to an accounting and recovery of such amounts, plus interest and penalties thereon,
 27 attorneys' fees, and costs, under Labor Code sections 201, 202, 203, 218.5, 226, 226.7, 1194 and
 28 I 199, and the applicable IWC Wage Orders.

30. WHEREFORE, Plaintiffs and THE CLASS they seek to represent request relief

as described herein and below.

Fourth Cause of Action

Failure to Pay All Wages Upon Ending of Employment
(Lab. Code §§ 201, 202, and 203)

31. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set

forth herein.

32. Plaintiffs and many of the other Class Members quit or were discharged from

their employment within the statute of limitations period applicable to this cause of action. As of

the filing of the Complaint, Defendants failed to timely pay wages due, and Plaintiffs and Class

Members are owed penalties pursuant to Labor Code sections 201, 202, 203.

33. Defendants failed to pay said employees, without abatement, all wages (as

defined by applicable California law) within the time required by applicable California law.

Among other things, these employees were never paid any of the overtime compensation referred

to in this Complaint, nor were they paid the other unpaid wages referred to in this Complaint.

Defendants' failure to pay said wages within the required time was willful within the meaning of

Labor Code section 203.

34. Therefore, each of these employees is entitled to one day's wages for each day he

or she was not timely paid all said wages due, up to a maximum of thirty days' wages for each

employee. Because none of said employees were ever paid the overtime wages to which they

were entitled, and were never paid other unpaid wages referred to in this Complaint, each of said

employees is entitled to thirty days' wages.

35. WHEREFORE, Plaintiffs and THE CLASS they seek to represent request relief

as described herein and below.

Fifth Cause of Action

Failure to Furnish Itemized Statements
(Lab. Code §§ 226(b), 1174, 1175)

36. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set

forth herein.

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1 Throughout the period applicable to this cause of action, Defendants intentionally
 2 failed to furnish to Plaintiffs and THE CLASS Members, upon each payment of wages, itemized
 3 statements accurately showing, among other matters: total hours worked, the applicable hourly
 4 rates in effect during the pay period, and the corresponding number of hours worked at each
 5 hourly rate.
 6 38. Plaintiffs and THE CLASS Members were damaged by these failures because,
 7 among other things, the failures led them to believe that they were not entitled to be paid
 8 overtime, even though they were so entitled, and because the failures hindered them from
 9 determining the amounts of overtime wages owed to them.
 10 39. Plaintiff sand THE CLASS Members are entitled to the amounts provided for in
 11 Labor Code section 226(e), plus costs and attorneys' fees.
 12 40. WHEREFORE, Plaintiffs and THE CLASS they seek to represent request relief
 13 as described herein and below.
 14 **Sixth Cause of Action**
 15 *Violation of Unfair Competition Law*
 16 (Bus. and Prof. Code § 17200 et seq.)
 17 41. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set
 18 forth herein.
 19 42. Plaintiffs bring this action on behalf of each and all members of the general
 20 public, including THE CLASS Members and Plaintiffs themselves, pursuant to Business and
 21 Professions Code sections 17200 et seq. Defendants' conduct alleged above constitutes unlawful
 22 business acts and practices in violation of Business & Professions Code sections 17200 et seq.
 23 Defendant engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of
 24 the following laws: each of these violations constitutes an independent and separate violation of
 25 a. California applicable Wage Orders
 26 b. California Labor Code § 1194;
 27 c. California Labor Code §§ 201, 202, 203, 204, and 226;
 28 d. California Labor Code § 1174; and

e. California Labor Code § 510, which provides in relevant part:

(B) Any work in excess of eight hours in one workday and any work in excess of 40 hours in anyone workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

43. Defendant's course of conduct, acts, and practices in violation of the California laws mentioned in the above paragraph constitute a separate and independent violation of the

UCL. Defendant's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition. The harm to California Plaintiffs and the California Class in being wrongfully denied lawfully earned wages outweighs the utility, if any, of Defendant's policies or practices and, therefore, Defendant's actions described herein constitute

an unfair business practice or act within the meaning of the UCL.

44. The unlawful and unfair business practices and acts of Defendant, described above, have injured the California Class members in that they were wrongfully denied the payment of earned overtime wages.

45. The California Plaintiffs, on behalf of themselves and THE CLASS, seek

restitution in the amount of the respective unpaid wages earned and due at a rate not less than one and one-half times the regular rate of pay for work performed in excess of forty hours in a work week, or eight hours in a day, and double the regular rate of pay for work performed in excess of twelve hours per day and such other legal and equitable relief from Defendant's

unlawful and willful conduct as the Court deems just and proper.

46. Pursuant to Business and Professions Code sections 17200 *et seq.*, for the statute of limitations period covered by this cause of action Plaintiffs and THE CLASS Members, are

- 1. That the Court determine that this action may be maintained as a class action;
- 2. That Plaintiff be appointed the representative of THE CLASS;
- 3. That the attorneys of record for Plaintiff whose names appear in this Complaint be appointed Class counsel;
- 4. For unpaid wages at overtime rates for all overtime work and unpaid wages for all work for which they were not paid;
- 5. For such general and special damages as may be appropriate;
- 6. For waiting time penalties and civil penalties for all Class Members no longer in Defendants' employ at the time of Judgment;
- 7. For pre-judgment interest;
- 8. For the amounts provided for in Labor Code §§ 226(b), 226.7,

for relief as follows:

WHEREFORE, Plaintiffs on behalf of themselves and all members of THE CLASS, pray

PRAYER FOR RELIEF

VI.

described herein and below.

49. WHEREFORE, Plaintiff and THE CLASS he seeks to represent request relief as described herein and below.

1194.

48. Defendants are also liable to pay attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable law, and costs. The Plaintiffs, on behalf of themselves and Class members, also seek recovery of attorneys' fees and costs of this action to be paid by SYMANTEC, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

47. Plaintiffs and THE CLASS Members and the general public are also entitled to permanent injunctive and declaratory relief prohibiting SYMANTEC from engaging in the violations and other misconduct referred to above.

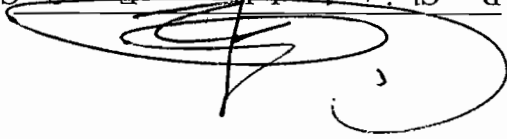
48. Defendants are also liable to pay attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable law, and costs. The Plaintiffs, on behalf of themselves and Class members, also seek recovery of attorneys' fees and costs of this action to be paid by SYMANTEC, as provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.

49. WHEREFORE, Plaintiff and THE CLASS he seeks to represent request relief as described herein and below.

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By: Christopher J. Hamner, Esq., Co-Counsel for
Plaintiffs, ARMOND SARKISIAN, and
ALEXANDER POTASHNIK on behalf of
themselves and all others similarly situated



THE NUNES LAW GROUP

&

JOSE GARAY, *APLC*
HAMNER LAW OFFICES, LP

DATED: January 7, 2010

- 9. For restitution as described in the cause of action under Business & Professions Code §§ 17200 *et seq.* above;
- 10. For permanent injunctive and declaratory relief described in the cause of action under Business & Professions Code §§ 17200 *et seq.* above.
- 11. A declaratory judgment that the practices complained of herein are unlawful under California state law;
- 12. Attorney's fees and costs of suit, including expert fees pursuant to Ca. Lab. Code §§218.5, 1194, and Calif. Code Civ. Proc. §1021.5;
- 13. Such other injunctive and equitable relief as the Court may deem proper.