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12 Attorneys for Plaintiff MARGARET REED, for and on behalf of
13 herself, other employees similarly situated and the general public

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 MARGARET REED, for and on
17 behalf of herself, other employees
18 similarly situated and the general
19 public,

20 Plaintiff,

21 vs.

22 COUNTY OF ORANGE; DOE ONE
23 through 10, inclusive,

24 Defendant.

CASE NO. SACV05-1103 CJC (ANx)

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND OTHER RELIEF,
AND DEMAND FOR JURY TRIAL,
BASED ON:**

1. **FAIR LABOR STANDARDS ACT §7(a) VIOLATIONS** [29 U.S.C. §207(a)]
2. **LABOR CODE §226.7 VIOLATIONS**
3. **LABOR CODE §512 VIOLATIONS**
4. **BREACH OF CONTRACT**
5. **UNFAIR COMPETITION** [Cal. Bus. & Prof. Code §17200]

25 Plaintiff alleges:

JURISDICTION

26 1. Federal question jurisdiction exists under 28 U.S.C. §1331 and 29 U.S.C.
27 §216. Supplemental jurisdiction may be exercised under 28 U.S.C. §1367(a). Venue
28 is proper under 28 U.S.C. §1391(b) because a substantial part of the acts, events or
omissions giving rise to the action occurred in the present District.

1 **PARTIES**

2 2. At all times relevant to this Complaint, Plaintiff Margaret Reed
3 (“Plaintiff”) has been employed by Defendant County of Orange as a Deputy Sheriff.

4 3. Defendant County of Orange (“Defendant County” or “County”) is a
5 political subdivision of the State of California.

6 4. Plaintiff is ignorant of the names and capacities of the individuals or
7 entities sued herein as Doe One through 10, inclusive (“Does”), and therefore sue
8 these Defendants by such fictitious names. Plaintiff will amend this Complaint to
9 allege the true names and capacities of the same when ascertained, whom Plaintiff
10 alleges is responsible in some manner for the occurrences, losses and/or injuries
11 alleged in this Complaint.

12 5. At all times relevant to this Complaint, the acts and omissions of a natural
13 person-Defendant who is or may be identified as an official, employee or agent of an
14 entity-Defendant, was undertaken in accordance with and represents the official
15 policies of the later or was undertaken and represents the official policies or
16 procedures of the same, for which the former is sued in both his or her individual and
17 official capacity. At all times relevant to this Complaint, each Defendant conspired,
18 committed, ordered, directed, supervised, allowed, planned, ratified, concealed,
19 organized, or otherwise participated in one or more of the acts alleged below.

20 **FACTUAL ALLEGATIONS**

21 6. At all times relevant to this Complaint, Defendants required Plaintiff and
22 other employees similarly situated (“Peace Officers”) to work, perform duties and
23 spend time, which they did, that constituted time and hours worked, for which
24 Defendants wilfully, voluntarily, deliberately and intentionally failed and refused to
25 count as time and hours actually worked by Peace Officers, who in turn were not
26 compensated at their regular, premium or overtime wage rate for, including but not
27 limited to, the following time and hours worked (“Common Overtime Practices”):

28 (A). Time spent preparing for, participating in and performing preshift

1 and post-shift activities that are required, integral and an indispensable part of the
2 work and principal activities of Peace Officers, including but not limited to preshift,
3 post-shift and shift change briefings and related activities, preparation for roll-call,
4 inspections, preparation, review and/or finalization of arrest and/or investigation
5 reports, preparing, traveling and making court appearances, deployment related
6 activities, collecting, returning, cleaning and/or maintaining equipment and/or
7 uniforms;

8 (B). Time spent donning, doffing, dressing-up and dressing-down of
9 protective and/or other specialized equipment, gear and outfitting that is integral and
10 indispensable to the work and principal activities of Peace Officers, including but not
11 limited to getting dressed into uniform and vest, checking all equipment attached to
12 their belt to insure that all safety equipment was functioning properly;

13 (C). Time spent walking to and from preshift and post-shift activities,
14 work areas, stations, the locker room, roll-call, the briefing room, the equipment room,
15 posts and patrol vehicles;

16 (D). Time spent working during meal, rest break and free-time periods
17 that were predominantly for the Defendants' benefit, during which time Peace
18 Officers were not completely relieved of duty.

19 7. At all times relevant to this Complaint, Defendants adopted, followed and
20 promoted policies and procedures that have resulted in their refusal and/or failure to
21 accurately record, keep and maintain time and wage records required by federal and
22 state law ("Common Record Keeping Practices").

23 8. At all times relevant to this Complaint, the County reached a tentative
24 labor-management agreement with the employee organization representing Peace
25 Officers, that became an enforceable contract after being adopted by the County's
26 governing body ("MOU"), under which the County excluded Peace Officers from any
27 partial exemption from §7(a) of the Fair Labor Standards Act.

28 9. At all times relevant to this Complaint, Defendants required Peace

1 Officers to work, perform duties and spend time, which they did, that constituted time
2 and hours worked under the MOU, for which Defendants wilfully, voluntarily,
3 deliberately and intentionally failed and refused to count as time and hours actually
4 worked by Peace Officers, who in turn were not compensated at their regular,
5 premium or overtime wage rate for, including but not limited to, the following time
6 and hours worked (“Common MOU Overtime Practices”):

7 (A). Time spent preparing for, participating in and performing preshift
8 and post-shift activities that are required, integral and an indispensable part of the
9 work and principal activities of Peace Officers, including but not limited to preshift,
10 post-shift and shift change briefings and related activities, preparation for roll-call,
11 inspections, preparation, review and/or finalization of arrest and/or investigation
12 reports, preparing, traveling and making court appearances, deployment related
13 activities, collecting, returning, cleaning and/or maintaining equipment, protective
14 gear, and/or specialized equipment;

15 (B). Time spent donning, doffing, dressing-up and dressing-down of
16 protective and/or other specialized equipment, gear and outfitting that is integral and
17 indispensable to the work and principal activities of Peace Officers, including but not
18 limited to getting dressed into uniform and vest, checking all equipment attached to
19 their belt to insure that all safety equipment was functioning properly;

20 (C). Time spent walking to and from preshift and post-shift activities,
21 work areas, stations, the locker room, roll-call, the briefing room, the equipment room,
22 posts and patrol vehicles;

23 (D). Time spent working during clean-up, meal, rest break and free-
24 time periods that were predominantly for the Defendants’ benefit, during which time
25 Peace Officers were not completely relieved of duty.

26 10. The intent of the parties to the MOU was that the internal grievance
27 procedure under the same is optional *and* limited in scope to the interpretation or
28 application of a provision under the MOU.

1 in writing to become a party and be bound by the outcome of these proceedings, in
2 accordance with FLSA §16(b) [29 U.S.C. §216(b)].

3 CLASS ACTION ALLEGATIONS

4 17. The Second through Fifth Claims for Relief for California Labor Code
5 (“Lab. Code”) §226.7 Violations, Lab. Code §512 Violations, Breach of Contract, and
6 Unfair Competition [California Business & Professions Code (“Bus. & Prof. Code”)
7 §17200], respectively, is each brought by Plaintiff for and on behalf of herself, other
8 employees similarly situated, and as the putative class representative of a class action,
9 pursuant to Rule 26 of the Federal Rules of Civil Procedure (“FRCP”) (except the
10 Fifth Claim for Relief is also brought as a representative suit), on behalf of the
11 following classes of individuals:

12 (A). Each Sheriffs Deputy currently or formerly employed by the
13 County of Orange, during the applicable time limitations period, who has been
14 subjected to any of Defendants’ Common Overtime or Record Keeping Practices
15 (“Class” or “Class members”);

16 (B). Each Sheriffs Deputy currently or formerly employed by the
17 County of Orange, during the applicable limitations period, who has been subjected
18 to any of Defendants’ Common MOU Overtime Practices who has not opted to file
19 a grievance under the MOU (“Sub-Class” or “Sub-Class members”).

20 18. The Class/Sub-Class is so numerous that joinder of all members is
21 impracticable. The exact number and identities of the members of the Class/Sub-
22 Class are unknown at this time, but this information is easily ascertainable.

23 19. There are questions of law and fact common to each putative Class/Sub-
24 Class member, including but not limited to Defendants systematically, knowingly and
25 wilfully or otherwise failing and refusing to completely reimburse and/or indemnify
26 Plaintiff and similarly situated employees, including but not limited to common facts
27 regarding Defendants’ Common Overtime, Record Keeping and/or MOU Overtime
28 Practices, and whether any of the forgoing is an unlawful violation of the Class/Sub-

1 Class members' rights.

2 20. Plaintiff is a member of the Class/Sub-Class whose claims are typical of
3 the Class/Sub-Class members. Plaintiff will fairly and adequately represent and
4 protect the interests of the Class/Sub-Class members, with whom she does not have
5 any conflict of interest.

6 21. Plaintiff has retained counsel who are competent and experienced in
7 successfully handling complex class actions in wage and hour law. Plaintiff's counsel
8 has been certified as class counsel by motion and stipulation in the Ninth Circuit.
9 Plaintiff has incurred and during the pendency of this action will continue to incur
10 expenses for attorney fees and costs necessary to the prosecution of this action for the
11 benefit of the Class/Sub-Class members.

12 22. Class certification is appropriate based on the following further
13 alternative reasons:

14 (A). The prosecution of separate actions by individual Class/Sub-Class
15 members would create a risk of inconsistent or varying adjudications that would
16 establish incompatible standards of conduct for Defendants, or because adjudications
17 with respect to individual Class/Sub-Class members would, as a practical matter, be
18 dispositive of the interests of nonparty Class/Sub-Class members [FRCP Rule
19 23(b)(1)];

20 (B). Defendants have acted or refused to act based on the grounds
21 generally applicable to the Class/Sub-Class, making appropriate declaratory and
22 injunctive relief with respect to the Plaintiff and the Class/Sub-Class [FRCP Rule
23 23(b)(2)];

24 (C). Common questions of law and fact predominate over any questions
25 affecting only individual members of the Class/Sub-Class and because a class action
26 is superior to other available methods for the fair and efficient adjudication of this
27 litigation in as much as the conduct and policies of Defendants are systematic,
28 common and uniform as to all Class/Sub-Class members, the damages suffered by

1 Class/Sub-Class members are minor relative to the expense and burden of individual
2 prosecution of this litigation, and Class/Sub-Class certification is superior because it
3 will obviate the need for unduly duplicative litigation, which might result in
4 inconsistent judgments [FRCP Rule 23(b)(3)];

5 (D). Public policy considerations, which weigh in favor of certification
6 because employers throughout California and the rest of the United States violate
7 wage and overtime compensation laws, but employees are often afraid to assert their
8 rights out of fear of direct or indirect retaliation, and former employees are often
9 afraid of bringing actions out of fear that their former employers may damage their
10 future endeavors through negative references and other means, so class actions
11 provide the class members who are not named in the Complaint with a type of
12 anonymity that allows for the vindication of their rights.

13 23. Plaintiff knows of no difficulty that will be encountered in the
14 management of this litigation which would preclude its maintenance as a class action.
15 The names and addresses of the Class/Sub-Class members are available from
16 Defendants records. To the extent required by law, notice will be provided to
17 Class/Sub-Class members by U.S. first-class mail or by the use of techniques and a
18 form of notice similar to those customarily used in class actions.

19 **FIRST CLAIM FOR RELIEF**

20 **FLSA §7(a) Violations**

21 [29 U.S.C. §207(a)]

22 By Plaintiff for and on behalf of Herself, Other Employees Similarly Situated and
23 the FLSA Collective Action Plaintiffs, Against all Defendants

24 24. Plaintiff alleges and incorporates by reference the preceding paragraphs
25 as if fully stated here.

26 25. Under the Fair Labor Standards Act of 1938 and the Portal to Portal Act
27 of 1947 [29 U.S.C. §§201-219, 251-262], and applicable amendments, regulations and
28 case law, including but not limited to *IBP, Inc. v. Alvarez*, 126 S. Ct. 514 (2005), each

1 covered employer, such as Defendant County, is required to compensate each
2 nonexempt employee, such as Plaintiff, other employees similarly situated and the
3 FLSA Collective Action Plaintiffs, for all time spent and activities that are an integral
4 and indispensable part of the employee's principle activities, suffered or permitted by
5 the employer, and all hours worked.

6 26. Each Defendant's conduct alleged above constitutes wilful, voluntary,
7 deliberate or intentional violations of FLSA §7(a) [29 U.S.C. §207(a)] as a result of
8 failing and refusing to count all time and hours actually worked by Peace Officers, for
9 which they were not compensated at their regular, premium or overtime wage rate.

10 27. As a result of each Defendant's conduct and violations of the FLSA,
11 Plaintiff seeks and is entitled to, for and on behalf of herself, other employees
12 similarly situated and the FLSA Collective Action Plaintiffs, the following: (a) For
13 an order granting Plaintiffs the right to facilitated notice in contacting other employees
14 similarly situated, through direct mail and work-site postings, informing them of the
15 right to affirmatively join this action by filing with the Court a consent in writing to
16 join this action as a plaintiff and be bound by the outcome of these proceedings, as
17 authorized under FLSA §16(b) [29 U.S.C. §216(b)]; (b) For recovery of unpaid
18 overtime compensation and an additional equal amount as liquidated damages, as set
19 forth under FLSA §16(b) [29 U.S.C. §216(b)]; (c) For an award of costs and
20 reasonable attorney fees, as set forth under FLSA §16(b) [29 U.S.C. §216(b)]; (d) For
21 prejudgment interest; and (e) For other relief deemed just and proper.

22 **SECOND CLAIM FOR RELIEF**

23 **Lab. Code §226.7 Violations**

24 By Plaintiff for and on behalf of Herself, Other Employees Similarly Situated and
25 the Class, Against all Defendants

26 28. Plaintiff alleges and incorporates by reference the preceding paragraphs
27 as if fully stated here.

28 29. Under Lab. Code §226.7, employers, such as Defendant County, are

1 prohibited from requiring any employee, such as Plaintiff, other employees similarly
2 situated and the Class members, to work during any meal or rest period mandated by
3 Wage Order 17-2001 [8 C.C.R. §11170] of the Industrial Welfare Commission.

4 30. Each Defendant's unlawful acts and omissions constitute violations of
5 Lab. Code §226.7, for which Plaintiff, for and on behalf of herself, other employees
6 similarly situated and the Class members, seeks and is entitled to the following: (a)
7 For an order certifying this action as a class action, appointing Plaintiff as the
8 representative of the Class, and appointing Plaintiff's counsel as the Class' counsel;
9 (b) For recovery of one additional hour of pay for each current or former employee,
10 at his or her regular rate of compensation, for each work day that a meal or rest period
11 was not provided; (c) For an award of reasonable attorney fees, as set forth under
12 California Code of Civil Procedure ("C.C.P.") §1021.5; (d) For an award of
13 prejudgment interest; (e) For an award for costs of suit; and (f) For other relief deemed
14 just and proper.

15 **THIRD CLAIM FOR RELIEF**

16 **Lab. Code §512 Violations**

17 By Plaintiff for and on behalf of Herself, Other Employees Similarly Situated and
18 the Class, Against all Defendants

19 31. Plaintiff alleges and incorporates by reference the preceding paragraphs
20 as if fully stated here.

21 32. Under Lab. Code §512, employers, such as Defendant County, are
22 *prohibited* from requiring any employee, such as Plaintiff, other employees similarly
23 situated and the Class members, *to* (a) work more than five hours per day without
24 providing the employee with a meal period of not less than 30 minutes *or* (b) work
25 more than 10 hours per day without providing the employee with a second meal
26 period of not less than 30 minutes.

27 33. Each Defendant's conduct alleged above constitutes violations of Lab.
28 Code §512, for which Plaintiff, for and on behalf of herself, other employees similarly

1 situated and the Class members, seeks and is entitled to the following: (a) For an order
2 certifying this action as a class action, appointing Plaintiff as the representative of the
3 Class, and appointing Plaintiff's counsel as the Class' counsel; (b) For recovery of
4 underpaid regular, overtime and premium rate wages; (c) For recovery of \$50 for each
5 initial violation, and \$100 for each subsequent violation, for each employee for each
6 pay period where the employee failed to receive compensation for working during a
7 meal period, as set forth under Lab. Code §558; (d) For an award of reasonable
8 attorney fees, as set forth under C.C.P. §1021.5; (e) For an award of prejudgment
9 interest; (f) For an award of costs of suit; and (g) For other relief deemed just and
10 proper.

11 **FOURTH CLAIM FOR RELIEF**

12 **Breach of Contract**

13 By Plaintiffs for and on behalf of Herself, Other Employees Similarly Situated and
14 the Sub-Class, Against all Defendants

15 34. Plaintiff alleges and incorporates by reference the preceding paragraphs
16 as if fully stated here.

17 35. Each Defendant's Common MOU Overtime Practices is a breach of the
18 MOU, for which Plaintiff, other employees similarly situated and the Sub-Class
19 members have not opted, and were not required, to file an internal grievance.

20 36. As a direct and proximate result of each Defendant's breach, for which
21 Plaintiff, for and on behalf of herself, other employees similarly situated and the Class
22 members, seeks and is entitled to the following: (a) For an order certifying this action
23 as a class action, appointing each Plaintiff as the representative of the Sub-Class, and
24 appointing Plaintiff's counsel as the Sub-Class counsel; (b) For the recovery of
25 general and special damages, according to proof; (c) For an award of prejudgment
26 interest; (d) For an award of costs of suit; and (e) For other relief deemed just and
27 proper.

28 **FIFTH CLAIM FOR RELIEF**

1 **Unfair Competition**

2 [Bus. & Prof. Code §17200]

3 By Plaintiff for and on Behalf of Herself, Other Employees Similarly Situated, the
4 Class/Sub-Class and the General Public, Against All Defendants

5 37. Plaintiff alleges and incorporates by reference the preceding paragraphs
6 as if fully stated here.

7 38. Each Defendant’s alleged conduct, violations of law and/or breach of
8 contract constitute unlawful and unfair competition and business practices prohibited
9 under Bus. & Prof. Code §17200, *et seq.*, according to which each Defendant is a
10 “person” whose alleged conduct constitutes a “business practice,” liability for which
11 is not an infringement upon Defendant County’s sovereign authority to provide public
12 safety because the unlawful business practices pertain to wage and hour rules and
13 regulations governing employers within the State of California, for which Plaintiff,
14 on behalf of herself, other employees similarly situated, the Class/Sub-Class and the
15 general public, seeks and is/are entitled to the following: (a) For an order certifying
16 this action as a class action and/or representative suit, appointing Plaintiff as the
17 representative of the Class/Sub-Class, and appointing Plaintiff’s counsel Class/Sub-
18 Class counsel; (b) For declarative and injunctive relief, as set forth under Bus. & Prof.
19 Code §17203; (c) For recovery of restitution or disgorgement of monies improperly
20 withheld and profits unfairly obtained by Defendants; (d) For an award of reasonable
21 attorney fees, as set forth under C.C.P. §1021.5; (e) For an award of prejudgment
22 interest and costs of suit; and (f) For other relief deemed just and proper.

23 **DEMAND FOR JURY TRIAL**

24 39. Plaintiff, on behalf of herself, other employees similarly situated, the
25 FLSA Collective Action Plaintiffs and the Class/Sub-Class, demands a trial by jury
26 as provided by FRCP Rule 38(a).

27 ///

28 **PRAYER FOR RELIEF**

1 40. Wherefore, Plaintiff, on behalf of herself, other employees similarly
2 situated, the FLSA Collective Action Plaintiffs, the Class/Sub-Class and the general
3 public, prays for judgment and other relief against Defendants, jointly and severally,
4 on each cause of action, as set forth below.

5 41. On the First Claim for Relief for FLSA §7(a) violations:

6 (a) For an order granting Plaintiffs the right to facilitated notice in
7 contacting other employees similarly situated, through direct mail and/or postings at
8 the work-site, and informing them of the right to affirmatively join this action by
9 filing with the Court a consent in writing to join this action as a plaintiff and be bound
10 by the outcome of these proceedings, as authorized under FLSA §16(b) [29 U.S.C.
11 §216(b)];

12 (b) For recovery of unpaid overtime compensation and an
13 additional equal amount as liquidated damages, as set forth under FLSA §16(b) [29
14 U.S.C. §216(b)];

15 (c) For an award of costs and reasonable attorney fees, as set forth
16 under FLSA §16(b) [29 U.S.C. §216(b)];

17 (d) For prejudgment interest;

18 (e) For other relief deemed just and proper.

19 42. On the Second Claim for Relief for Lab. Code §226.7 violations:

20 (a) For an order certifying this action as a class action, appointing
21 Plaintiff as the representative of the Class, and appointing Plaintiff's counsel as the
22 Class' counsel;

23 (b) For recovery of one additional hour of pay for each current or
24 former employee, at his or her regular rate of compensation, for each work day that
25 a meal or rest period was not provided;

26 (c) For an award of reasonable attorney fees, as set forth under
27 C.C.P. §1021.5;

28 (d) For an award of prejudgment interest;

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(e) For an award for costs of suit;

(f) For other relief deemed just and proper.

43. On the Third Claim for Relief for Lab. Code §512 violations:

(a) For an order certifying this action as a class action, appointing Plaintiff as the representative of the Class, and appointing Plaintiff’s counsel as the Class’ counsel;

(b) For recovery of underpaid regular, overtime and premium rate wages;

(c) For recovery of \$50 for each initial violation, and \$100 for each subsequent violation, for each employee for each pay period where the employee failed to receive compensation for working during a meal period, as set forth under Lab. Code §558;

(d) For an award of reasonable attorney fees, as set forth under C.C.P. §1021.5;

(e) For an award of prejudgment interest;

(f) For an award of costs of suit;

(g) For other relief deemed just and proper.

44. On the Fourth Claim for Relief for breach of contract:

(a) For an order certifying this action as a class action, appointing each Plaintiff as the representative of the Sub-Class, and appointing Plaintiff’s counsel as the Sub-Class counsel;

(b) For the recovery of general and special damages, according to proof;

(c) For an award of prejudgment interest;

(d) For an award of costs of suit;

(e) For other relief deemed just and proper.

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45. On the Fifth Claim for Relief for Unfair Competition:

1 (a) For an order certifying this action as a class action and/or
2 representative suit, appointing Plaintiff as the representative of the Class/Sub-Class,
3 and appointing Plaintiff's counsel Class/Sub-Class counsel;

4 (b) For declarative and injunctive relief, as set forth under Bus. &
5 Prof. Code §17203;

6 (c) For recovery of restitution or disgorgement of monies
7 improperly withheld and profits unfairly obtained by Defendants;

8 (d) For an award of reasonable attorney fees, as set forth under
9 C.C.P. §1021.5;

10 (e) For an award of prejudgment interest and costs of suit;

11 (f) For other relief deemed just and proper.

12 Dated: December 20, 2005

13 GREGORY G. PETERSEN, ESQ.
14 MICHAEL ANTHONY JENKINS, ESQ.
15 JUSTIAN JUSUF, ESQ.
16 REX HWANG, ESQ.
17 **CASTLE, PETERSEN & KRAUSE LLP**
18 **Attorneys at Law**

19 By: _____
20 Michael Anthony Jenkins

21 Attorneys for Plaintiff MARGARET REED,
22 for and on behalf of herself, other employees
23 similarly situated and the general public
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1 **MARGARET REED V. COUNTY OF ORANGE**
2 **USDC, Central, Case No. SACV 05-1103 CJC (ANx)**

3 **PROOF OF SERVICE**

4 STATE OF CALIFORNIA)
5) ss.
6 COUNTY OF ORANGE)

7 I am employed in the county of Orange, state of California. I am over the age of
8 eighteen and not a party to the within action; my business address is: 4675 MacArthur
9 Court, Suite 1250, Newport Beach, California 92660.

10 On December 20, 2005, I served the within **FIRST AMENDED COMPLAINT**
11 **FOR DAMAGES AND OTHER RELIEF, AND DEMAND FOR JURY TRIAL,**
12 **BASED ON: 1. FAIR LABOR STANDARDS ACT §7(a) VIOLATIONS [29**
13 **U.S.C. §207(a); 2. LABOR CODE §226.7 VIOLATIONS; 3. LABOR CODE**
14 **§512 VIOLATIONS; 4. BREACH OF CONTRACT; AND 5. UNFAIR**
15 **COMPETITION [Cal. Bus. & Prof. Code §17200]** by placing ___ the original / X
16 a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

17 Marianne Van Riper, Deputy, State Bar No. 136688
18 10 Civic Center Plaza, 4th Floor
19 Post Office Box 1379
20 Santa Ana, CA 92702-1379
21 Telephone: (714) 834-6020
22 Facsimile: (714) 834-2359

23 Attorneys for Defendant County of Orange

- 24 (X) **BY MAIL:** I am "readily familiar" with this firm's practice of collection,
25 processing, and depositing mail, with postage fully prepaid, with the U.S.
26 Postal Service on the same day in the ordinary course of business. I am aware
27 that, on motion of party served, service is presumed invalid if the postal
28 cancellation date or postage meter date is more than one day after date of
deposit for mailing as stated in the affidavit.
- () **BY PERSONAL SERVICE:** I caused said envelope(s) to be delivered by
hand to the office(s) of the addressee(s) marked with a ***.
- () **BY OVERNIGHT MAIL:** I caused said envelope(s) to be delivered by
Federal Express to the addressee(s) marked with a +++.
- () **BY FACSIMILE:** In addition to the above service by mail, hand delivery, or
Federal Express, I caused said document(s) to be transmitted by facsimile to the
addressee(s) marked with a ^^^.
- (X) **FEDERAL:** I declare that I am employed in the office of a member of the bar
of this Court at whose direction this service was made.

Executed on December 20, 2005, at Newport Beach, California.

Diana L. Lawrence