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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JACOB GREENWELL, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

ENVIGO RMS, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG21108069

Honorable Somnath Raj Chatterjee
Department 16

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
& ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of 15 U. S.C. § 1681b Fair Credit Reporting Act)
- (12) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JACOB GREENWELL (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Alameda. The majority of acts and omissions alleged herein relating to

1 Plaintiff and the other class members and aggrieved employees took place in the State of
2 California, including the County of Alameda.

3 **PARTIES**

4 5. Plaintiff JACOB GREENWELL is an individual residing in the State of
5 California.

6 6. Defendant ENVIGO RMS, LLC, at all times herein mentioned, was and is, upon
7 information and belief, an employer whose employees are engaged throughout the State of
8 California, including the County of Alameda.

9 7. At all relevant times, Defendant ENVIGO RMS, LLC was the “employer” of
10 Plaintiff within the meaning of all applicable California laws and statutes.

11 8. At all times herein relevant, Defendants ENVIGO RMS, LLC and DOES 1
12 through 100, and each of them, were the agents, partners, joint venturers, joint employers,
13 representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns,
14 each of the other, and at all times relevant hereto were acting within the course and scope of
15 their authority as such agents, partners, joint venturers, joint employers, representatives,
16 servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions
17 alleged herein were duly committed with the ratification, knowledge, permission,
18 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

19 9. The true names and capacities, whether corporate, associate, individual or
20 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue
21 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
22 information and belief alleges, that each of the defendants designated as a DOE is legally
23 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
24 the injuries and damages to Plaintiff and the other class members and aggrieved employees as
25 alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show
26 the true names and capacities when the same have been ascertained.

27 10. Defendant ENVIGO RMS, LLC and DOES 1 through 100 will hereinafter
28 collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

Wage Class: All current and former hourly-paid or non-exempt employees who worked for any of the Defendants (including any entities that merged with Defendant) within the State of California at any time during the period from June 25, 2017 through August 31, 2023.

FCRA Class: All of Defendants' (including any entities that merged with Defendant) current and former employees and prospective applicants for employment in the United States who applied for a job with Defendants on whom a background check was performed at any time during the period from June 25, 2016 through August 31, 2023.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. **Numerosity:** The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. **Typicality:** Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately

1 protect the interests of the other class members with whom he has a well-
2 defined community of interest.

3 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
4 each class member, with whom he has a well-defined community of
5 interest and typicality of claims, as demonstrated herein. Plaintiff has no
6 interest that is antagonistic to the other class members. Plaintiff's
7 attorneys, the proposed class counsel, are versed in the rules governing
8 class action discovery, certification, and settlement. Plaintiff has
9 incurred, and during the pendency of this action will continue to incur,
10 costs and attorneys' fees, that have been, are, and will be necessarily
11 expended for the prosecution of this action for the substantial benefit of
12 each class member.

13 d. Superiority: A class action is superior to other available methods for the
14 fair and efficient adjudication of this litigation because individual joinder
15 of all class members is impractical.

16 e. Public Policy Considerations: Certification of this lawsuit as a class
17 action will advance public policy objectives. Employers of this great
18 state violate employment and labor laws every day. Current employees
19 are often afraid to assert their rights out of fear of direct or indirect
20 retaliation. However, class actions provide the class members who are
21 not named in the complaint anonymity that allows for the vindication of
22 their rights.

23 16. There are common questions of law and fact as to the class members that
24 predominate over questions affecting only individual members. The following common
25 questions of law or fact, among others, exist as to the members of the class:

26 a. Whether Defendants' failure to pay wages to Plaintiff and other class
27 members, without abatement or reduction, in accordance with the
28 California Labor Code, was willful;

- b. Whether Defendants' had a corporate policy and practice of failing to pay class members for all hours worked and non-compliant (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

- 1 m. Whether Defendants failed to comply with the requirements of 15 U.S.C.
2 § 7001 section 101(c)(l);
- 3 n. Whether Defendants willfully failed to provide the class with stand-alone
4 written disclosures before obtaining a credit or background report in
5 compliance with the statutory mandates;
- 6 o. Whether Defendants willfully failed to identify the name, address,
7 telephone number, and/or website of the investigative consumer
8 reporting agency conducting the investigation;
- 9 p. Whether Defendants willfully failed to comply with the FCRA;
- 10 q. The appropriate amount of damages, restitution, and/or monetary
11 penalties resulting from Defendants' violation of law; and
- 12 r. Whether Plaintiff and the other class members are entitled to
13 compensatory damages.

14 **PAGA ALLEGATIONS**

15 17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
16 Defendants.

17 18. At all times herein set forth, PAGA provides that any provision of law under the
18 California Labor Code that provides for a civil penalty to be assessed and collected by the
19 LWDA for violations of the California Labor Code may, as an alternative, be recovered
20 through a civil action brought by an aggrieved employee on behalf of herself and other current
21 or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

22 19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
23 employee," who is any person that was employed by the alleged violator and against whom
24 one or more of the alleged violations was committed.

25 20. Plaintiff was employed by Defendants and the alleged violation was committed
26 against him during his time of employment and he is, therefore, an aggrieved employee.

27 Plaintiff and the other employees are "aggrieved employees" as defined by California Labor

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1 Code section 2699(c) in that they are all current or former employees of Defendants, and one
2 or more of the alleged violations were committed against them.

3 21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
4 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
5 following requirements have been met:

6 a. The aggrieved employee shall give written notice by online submission
7 (hereinafter “Employee’s Notice”) to the Labor & Workforce
8 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail
9 to the employer of the specific provisions of the California Labor Code
10 alleged to have been violated, including the facts and theories to support
11 the alleged violations.

12 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
13 employer and the aggrieved employee by certified mail that it does not
14 intend to investigate the alleged violation within sixty (60) calendar days
15 of the postmark date of the Employee’s Notice. Upon receipt of the
16 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
17 (65) calendar days of the postmark date of the Employee’s Notice, the
18 aggrieved employee may commence a civil action pursuant to California
19 Labor Code section 2699 to recover civil penalties in addition to any
20 other penalties to which the employee may be entitled.

21 22. On April 2, 2021, Plaintiff provided written notice by online submission to the
22 LWDA and by U.S. Certified Mail to Defendant ENVIGO RMS, LLC of the specific
23 provisions of the California Labor Code alleged to have been violated, including the facts and
24 theories to support the alleged violations. Plaintiff has not received an LWDA Notice within
25 sixty-five (65) calendar days of the date of Plaintiff’s notice.

26 23. Therefore, Plaintiff has satisfied the administrative prerequisites under
27 California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in

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1 addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204,
2 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

3 **GENERAL ALLEGATIONS**

4 24. At all relevant times set forth herein, Defendants employed Plaintiff and other
5 class members and aggrieved employees as hourly-paid or non-exempt employees within the
6 State of California, including the County of Alameda.

7 25. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
8 exempt employee, from approximately June 2019 to approximately August 2020, in the State
9 of California, County of Alameda.

10 26. Defendants hired Plaintiff and the other class members and aggrieved
11 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
12 them for all hours worked and missed, late, short, and/or interrupted meal periods and/or rest
13 breaks.

14 27. Defendants had the authority to hire and terminate Plaintiff and the other class
15 members and aggrieved employees, to set work rules and conditions governing Plaintiff's and
16 the other class members' and aggrieved employees' employment, and to supervise their daily
17 employment activities.

18 28. Defendants exercised sufficient authority over the terms and conditions of
19 Plaintiff's and the other class members' and aggrieved employees' employment for them to be
20 joint employers of Plaintiff and the other class members and aggrieved employees.

21 29. Defendants directly hired and paid wages and benefits to Plaintiff and the other
22 class members and aggrieved employees.

23 30. Defendants continue to employ hourly-paid or non-exempt employees within the
24 State of California.

25 31. Plaintiff and other class members and aggrieved employees were required to
26 perform work before their scheduled shifts, after their scheduled shifts, during what should
27 have been a duty-free meal period, and during what should have been a duty-free rest period.
28 Such work included, but was not limited to, undergoing a sanitary shower at the start and end

1 of each shift, loading outgoing products and supplies into the autoclave, and receiving
2 incoming products and supplies from the autoclave, and completing daily tasks before clocking
3 in and after clocking out for their scheduled shifts and during meal periods.

4 32. Plaintiff and the other class members and aggrieved employees worked over
5 eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a
6 workweek during their employment with Defendants.

7 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
9 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
10 to pay all wages due to them and for non-compliant (missed, short, late, and/or interrupted)
11 meal periods and rest breaks in violation of California law.

12 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members and aggrieved
14 employees were entitled to receive certain wages for overtime compensation and that they
15 were not receiving accurate overtime compensation for all overtime hours worked.

16 35. Plaintiff is informed and believes, and based thereon alleges, that Defendant
17 failed to use earned commissions, non-discretionary bonuses, non-discretionary monetary and
18 non-monetary incentives, non-discretionary production and/or performance pay, and/or shift
19 differentials to calculate the regular rate of pay used to pay overtime wages and meal and rest
20 premiums where Plaintiff, the other class members, and the other aggrieved employees earned
21 commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary
22 incentives, non-discretionary production and/or performance pay, and/or shift differentials and
23 were due overtime wages and/or meal and/or rest premiums in the same workweek.

24 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 failed to provide Plaintiff and the other class members and aggrieved employees all required
26 rest and meal periods during the relevant time period as required under the Industrial Welfare
27 Commission Wage Orders and thus they are entitled to any and all applicable penalties.
28 Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest

1 periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other
2 class members and aggrieved employees. Plaintiff and the other class members and aggrieved
3 employees were required to perform work during meal periods and rest periods.

4 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members and aggrieved
6 employees were entitled to receive all meal periods or payment of one additional hour of pay at
7 Plaintiff's and the other class member's and aggrieved employees' regular rate of pay when a
8 meal period was missed, short, late, and/or interrupted, and they did not receive all meal
9 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
10 and aggrieved employees' regular rate of pay when a meal period was missed, short, late,
11 and/or interrupted.

12 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members and aggrieved
14 employees were entitled to receive all rest periods or payment of one additional hour of pay at
15 Plaintiff's and the other class member's and aggrieved employees' regular rate of pay when a
16 rest period was missed, short, late, and/or interrupted, and they did not receive all rest periods
17 or payment of one additional hour of pay at Plaintiff's and the other class members' and
18 aggrieved employees' regular rate of pay when a rest period was missed, short, late, and/or
19 interrupted.

20 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members and aggrieved
22 employees were entitled to receive at least minimum wages for compensation and that they
23 were not receiving at least minimum wages for all hours worked.

24 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members and aggrieved
26 employees were entitled to receive all wages owed to them upon discharge or resignation,
27 including overtime and minimum wages and meal and rest period premiums, and they did not,
28 in fact, receive all such wages owed to them at the time of their discharge or resignation.

1 These unpaid wages included, but were not limited to, unpaid wages for their actual time
2 worked, for example, inclusive of time worked before their scheduled shifts, after their
3 scheduled shifts, during meal breaks and rest breaks, as well as unpaid premium wages for
4 missed, short, late, or interrupted meal or rest breaks.

5 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other class members and aggrieved
7 employees were entitled to receive all wages owed to them during their employment. Plaintiff
8 and the other class members and aggrieved employees did not receive payment of all wages,
9 including regular, overtime, and/or minimum wages and meal and rest period premiums, within
10 any time permissible under California Labor Code section 204.

11 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members and aggrieved
13 employees were entitled to receive complete and accurate wage statements in accordance with
14 California law, but, in fact, they did not receive complete and accurate wage statements from
15 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
16 hours worked by Plaintiff and the other class members and aggrieved employees, as a result of
17 requiring Plaintiff and other class members and aggrieved employees to work “off-the-clock.”

18 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll records
20 for Plaintiff and the other class members and aggrieved employees in accordance with
21 California law, but, in fact, did not keep complete and accurate payroll records. For example,
22 Defendant did not provide Plaintiff and the other class members and aggrieved employees with
23 the wages to which they were entitled for work performed “off-the-clock”

24 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members and aggrieved
26 employees were entitled to reimbursement for necessary business-related expenses.

27 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that they had a duty to compensate Plaintiff and the other class

1 members and aggrieved employees pursuant to California law, and that Defendants had the
2 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
3 do so, and falsely represented to Plaintiff and the other class members and aggrieved
4 employees that they were properly denied wages, all in order to increase Defendants' profits.

5 46. During the relevant time period, Defendants failed to pay overtime wages to
6 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.
7 Plaintiff and the other class members and aggrieved employees were required to work more
8 than eight (8) hours per day, forty (40) hours per week, and/or six (6) consecutive days in a
9 workweek without being paid proper overtime compensation for all overtime hours worked.

10 47. During the relevant time period, Defendants failed to provide all requisite
11 complaint meal and rest periods (i.e., meal and rest periods that were not missed, late,
12 shortened, or interrupted) to Plaintiff and the other class members and aggrieved employees.

13 48. During the relevant time period, Defendants failed to pay Plaintiff and the other
14 class members and aggrieved employees at least minimum wages for all hours worked.

15 49. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members and aggrieved employees all wages owed to them upon discharge or
17 resignation.

18 50. During the relevant time period, Defendants failed to pay Plaintiff and the other
19 class members and aggrieved employees all wages within any time permissible under
20 California law, including, *inter alia*, California Labor Code section 204.

21 51. During the relevant time period, Defendants failed to provide complete or
22 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

23 52. During the relevant time period, Defendants failed to keep complete or accurate
24 payroll records for Plaintiff and the other class members and aggrieved employees.

25 53. During the relevant time period, Defendants failed to reimburse Plaintiff and the
26 other class members and aggrieved employees for all necessary business-related expenses and
27 costs.

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54. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

55. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against ENVIGO RMS, LLC and DOES 1 through 100)

56. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

57. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

58. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

59. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

60. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day

1 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
2 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
3 of work.

4 61. During the relevant time period, Plaintiff and the other class members worked in
5 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

6 62. During the relevant time period, Defendants intentionally and willfully failed to
7 pay overtime wages owed to Plaintiff and the other class members.

8 63. Defendants' failure to pay Plaintiff and the other class members the unpaid
9 balance of overtime compensation, as required by California laws, violates the provisions of
10 California Labor Code sections 510 and 1198, and is therefore unlawful.

11 64. Pursuant to California Labor Code section 1194, Plaintiff and the other class
12 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
13 attorneys' fees.

14 **SECOND CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 226.7 and 512(a))**

16 **(Against ENVIGO RMS, LLC and DOES 1 through 100)**

17 65. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 64, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 66. At all relevant times, the IWC Order and California Labor Code sections 226.7
21 and 512(a) were applicable to Plaintiff's and the other class members' employment by
22 Defendants.

23 67. At all relevant times, California Labor Code section 226.7 provides that no
24 employer shall require an employee to work during any meal or rest period mandated by an
25 applicable order of the California IWC.

26 68. At all relevant times, the applicable IWC Wage Order and California Labor
27 Code section 512(a) provide that an employer may not require, cause or permit an employee to
28 work for a work period of more than five (5) hours per day without providing the employee

1 with a meal period of not less than thirty (30) minutes, except that if the total work period per
2 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
3 consent of both the employer and employee.

4 69. At all relevant times, the applicable IWC Wage Order and California Labor
5 Code section 512(a) further provide that an employer may not require, cause or permit an
6 employee to work for a work period of more than ten (10) hours per day without providing the
7 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
8 that if the total hours worked is no more than twelve (12) hours, the second meal period may
9 be waived by mutual consent of the employer and the employee only if the first meal period
10 was not waived.

11 70. During the relevant time period, Plaintiff and the other class members who were
12 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
13 their legally-mandated meal periods by mutual consent, were required to work for periods
14 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
15 minutes and/or rest period.

16 71. During the relevant time period, Plaintiff and the other class members who were
17 scheduled to work for a period of time in excess of six (6) hours were required to work for
18 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
19 (30) minutes and/or rest period.

20 72. During the relevant time period, Defendants intentionally and willfully required
21 Plaintiff and the other class members to work during meal periods and failed to compensate
22 Plaintiff and the other class members the full meal period premium for work performed during
23 meal periods.

24 73. During the relevant time period, Defendants failed to pay Plaintiff and the other
25 class members the full meal period premium due pursuant to California Labor Code section
26 226.7.

27 74. Defendants' conduct violates applicable IWC Wage Order and California Labor
28 Code sections 226.7 and 512(a).

75. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against ENVIGO RMS, LLC and DOES 1 through 100)

76. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

77. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

78. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

79. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

80. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

81. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

82. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

83. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

84. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against ENVIGO RMS, LLC and DOES 1 through 100)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

87. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

88. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

89. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each

1 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
2 minimum wages.

3 90. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
4 members are entitled to recover liquidated damages in an amount equal to the wages
5 unlawfully unpaid and interest thereon.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 201 and 202)**

8 **(Against ENVIGO RMS, LLC and DOES 1 through 100)**

9 91. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 90, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 92. At all relevant times herein set forth, California Labor Code sections 201 and
13 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
14 time of discharge are due and payable immediately, and if an employee quits his or her
15 employment, his or her wages shall become due and payable not later than seventy-two (72)
16 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
17 intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

19 93. During the relevant time period, Defendants intentionally and willfully failed to
20 pay Plaintiff and the other class members who are no longer employed by Defendants their
21 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

22 94. Defendants' failure to pay Plaintiff and the other class members who are no
23 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
24 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
25 201 and 202.

26 95. California Labor Code section 203 provides that if an employer willfully fails to
27 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
28 shall continue as a penalty from the due date thereof at the same rate until paid or until an

1 action is commenced; but the wages shall not continue for more than thirty (30) days.

2 96. Plaintiff and the other class members are entitled to recover from Defendants the
3 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
4 pursuant to California Labor Code section 203.

5 **SIXTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 204)**

7 **(Against ENVIGO RMS, LLC and DOES 1 through 100)**

8 97. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 96, and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 98. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and
14 payable between the 16th and the 26th day of the month during which the labor was
15 performed.

16 99. At all times herein set forth, California Labor Code section 204 provides that all
17 wages earned by any person in any employment between the 16th and the last day, inclusive,
18 of any calendar month, other than those wages due upon termination of an employee, are due
19 and payable between the 1st and the 10th day of the following month.

20 100. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

23 101. During the relevant time period, Defendants intentionally and willfully failed to
24 pay Plaintiff and the other class members all wages due to them, within any time period
25 permissible under California Labor Code section 204.

26 102. Plaintiff and the other class members are entitled to recover all remedies
27 available for violations of California Labor Code section 204.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against ENVIGO RMS, LLC and DOES 1 through 100)

103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 102, and each and every part thereof with the same force and effect as though fully set forth herein.

104. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

105. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

106. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

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107. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

108. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

109. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against ENVIGO RMS, LLC and DOES 1 through 100)

110. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

112. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiff and the other class members.

113. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-

protected rights.

114. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against ENVIGO RMS, LLC and DOES 1 through 100)

115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 114, and each and every part thereof with the same force and effect as though fully set forth herein.

116. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

117. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

118. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

119. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against ENVIGO RMS, LLC and DOES 1 through 100)

120. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 121. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants'
4 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure section 1021.5.

6 122. Defendants' activities as alleged herein are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business &
8 Professions Code section 17200, et seq.

9 123. A violation of California Business & Professions Code section 17200, et seq.
10 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
11 policies and practices of requiring employees, including Plaintiff and the other class members,
12 to work overtime without paying them proper compensation violate California Labor Code
13 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
14 employees, including Plaintiff and the other class members, to work through their meal and
15 rest periods without paying them proper compensation violate California Labor Code sections
16 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
17 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
18 practices of failing to timely pay wages to Plaintiff and the other class members violate
19 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
20 Code sections 226(a), 1174(d), 2800 and 2802.

21 124. As a result of the herein described violations of California law, Defendants
22 unlawfully gained an unfair advantage over other businesses.

23 125. Plaintiff and the other class members have been personally injured by
24 Defendants' unlawful business acts and practices as alleged herein, including but not
25 necessarily limited to the loss of money and/or property.

26 126. Pursuant to California Business & Professions Code sections 17200, et seq.,
27 Plaintiff and the other class members are entitled to restitution of the wages withheld and
28 retained by Defendants during a period that commences four years preceding the filing of this

Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of 15 U.S.C. § 1681)

(Against ENVIGO RMS, LLC and DOES 1 through 100)

127. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

128. Defendants are "persons" as defined by section 1681a(b) of the FCRA.

129. Plaintiff and the other class members are "consumers" within the meaning of section 1681a(c) of the FCRA because they are "individuals."

130. A credit and background report qualifies as a "consumer report" within the meaning of Section 1681a(d)(1).

131. Further, a credit and background report qualifies as an "investigative consumer report" within the meaning of Section 1681a(e).

132. Section 1681(b)(2)(A) requires that a clear and conspicuous disclosure be made in writing:

Conditions for furnishing and using consumer reports for employment purposes

Except as provided in subparagraph (B), a person may not procure a consumer report, or cause a consumer report to be procured, for employment purposes with respect to any consumer, unless—

- (i) A clear and conspicuous disclosure has been made in writing to the consumer before the report is procured or cause to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
- (ii) The consumer has authorized in writing (which authorization may be made on the document referred to in clause (i)) the procurement of the report by that person.

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1 133. Plaintiff is informed and believes, and based thereon alleges, that in evaluating
2 Plaintiff and the other class members for employment, Defendants procured, or caused to be
3 procured, consumer reports or investigative consumer reports.

4 134. Defendants failed to provide disclosures to Plaintiff and the other class members
5 that were clear and conspicuous because the purported disclosures were embedded with
6 extraneous information, included a waiver of liability, were not clear and unambiguous, were not
7 conspicuous, and/or were not in standalone documents.

8 135. Under the FCRA, it is unlawful to procure, or cause to be procured, a consumer
9 report or investigative consumer report for employment purposes unless the disclosure is made in
10 a document that consists solely of the disclosure and the consumer has authorized, in writing, the
11 procurement of the report. The inclusion of a release and/or other extraneous information
12 therefore violates section 1681b(b)(2)(A) of the FCRA.

13 136. Defendants' inclusion of a release and other extraneous information with its
14 purported disclosures was a willful violation section 1681b(b)(2)(A) of the FCRA.

15 137. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 have a policy and practice of procuring, or causing to be procured, consumer or investigative
17 consumer reports for applicants and employees, including Plaintiff and the other class members,
18 without informing them of their right to request a summary of their rights under the FCRA at the
19 same time as the disclosure explaining that a report may be made.

20 138. Accordingly, Defendants willfully violated and continue to violate sections 1681b
21 and 1681d of the FCRA.

22 139. As a result of Defendants' unlawful procurement of consumer and/or investigative
23 consumer reports by way of their inadequate disclosures, as set forth above, Plaintiff and the
24 other class members have been injured, including but not limited to, having their privacy and
25 statutory rights invaded in violation of the FCRA.

26 140. Plaintiff and the other class members are entitled to all remedies available under
27 15 U.S.C. section 1681n, including statutory damages and/or actual damages, punitive damages,
28 injunctive and equitable relief, and attorneys' fees and costs.

141. In the alternative to Plaintiff's allegation that these violations were willful, Plaintiff alleges that the violations were negligent and seeks the appropriate remedy, if any, under 15 U.S.C. 1681o, including statutory damages and attorneys' fees and costs.

TWELFTH CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against ENVIGO RMS, LLC and DOES 1 through 100)

142. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 141, and each and every part thereof with the same force and effect as though fully set forth herein.

143. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

144. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

145. Plaintiff and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

146. Defendants' failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

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Failure to Provide Meal Periods

147. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

148. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

149. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

150. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

151. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

152. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

153. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section

1 1174(d).

2 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

3 154. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
4 necessary business-related expenses and costs in accordance with California Labor Code
5 sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California
6 Labor Code sections 2800 and 2802.

7 155. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
8 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and
9 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
10 well as all penalties pursuant to PAGA against Defendants, and each of them, including but not
11 limited to:

- 12 a. Penalties under California Labor Code section 2699 in the amount of a
13 hundred dollars (\$100) for each aggrieved employee per pay period for the
14 initial violation, and two hundred dollars (\$200) for each aggrieved
15 employee per pay period for each subsequent violation;
- 16 b. Penalties under California Code of Regulations Title 8 section 11010 et
17 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
18 pay period for the initial violation, and one hundred dollars (\$100) for
19 each aggrieved employee per pay period for each subsequent violation;
- 20 c. Penalties under California Labor Code section 210 in addition to, and
21 entirely independent and apart from, any other penalty provided in the
22 California Labor Code in the amount of a hundred dollars (\$100) for each
23 aggrieved employee per pay period for the initial violation, and two
24 hundred dollars (\$200) for each aggrieved employee per pay period for
25 each subsequent violation; and
- 26 d. Any and all additional penalties and sums as provided by the California
27 Labor Code and/or other statutes.

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156. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

157. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

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

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential, and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge, and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records

1 for Plaintiff and the other class members as required by California Labor Code section
2 1174(d);

3 45. For actual, consequential, and incidental losses and damages, according to
4 proof;

5 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

6 47. For such other and further relief as the Court may deem just and proper.

7 **As to the Ninth Cause of Action**

8 48. That the Court declare, adjudge, and decree that Defendants violated California
9 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other
10 class members for all necessary business-related expenses as required by California Labor
11 Code sections 2800 and 2802;

12 49. For actual, consequential, and incidental losses and damages, according to
13 proof;

14 50. For the imposition of civil penalties and/or statutory penalties;

15 51. For reasonable attorneys' fees and costs of suit incurred herein; and

16 52. For such other and further relief as the Court may deem just and proper.

17 **As to the Tenth Cause of Action**

18 53. That the Court decree, adjudge and decree that Defendants violated California
19 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
20 other class members all overtime compensation due to them, failing to provide all meal and
21 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to
22 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
23 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
24 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

25 54. For restitution of unpaid wages to Plaintiff and all the other class members and
26 all pre-judgment interest from the day such amounts were due and payable;

27 55. For the appointment of a receiver to receive, manage and distribute any and all
28 funds disgorged from Defendants and determined to have been wrongfully acquired by

Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

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

As to the Eleventh Cause of Action

59. That the Court declare, adjudge, and decree that Defendants willfully violated California 15 U.S.C. § 1681b by failing to provide the required disclosure and/or by failing to obtain authorization prior to procuring, or causing to be procured, consumer reports regarding Plaintiff and the other class members;

60. For actual damages and/or statutory damages pursuant to 15 U.S.C. § 1681n;

61. For punitive damages pursuant to 15 U.S.C. § 1681n;

62. For actual damages pursuant to 15 U.S.C. § 1681o;

63. For reasonable attorneys' fees and costs of suit incurred herein; and

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

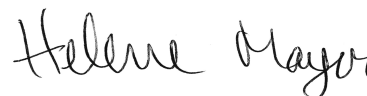
As to the Twelfth Cause of Action

65. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

66. For such other and further relief as the Court may deem equitable and appropriate.

Dated: July 18, 2024

LAWYERS for JUSTICE, PC



By: _____

Helene Mayer
Attorneys for Plaintiff