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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

10 Jesse Coria, individually and as an aggrieved
employee and Private Attorney General Act,
11

12 Plaintiff,

13 vs.

14 Environmental Assessment Services &
Education of California, a California
corporation; and DOES 1 through 50,
15 inclusive,

16 Defendants.
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Case No.: **22STCV29394**

**REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) Violation of Cal. Labor Code § 2699,
(Private Attorneys General Act)**

1 Plaintiff Jesse Coria (“Plaintiff”), individually and on behalf of other members of the
2 general public who have been aggrieved, and as a private attorney general act, based upon facts
3 that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendant Environmental Assessment Services
7 & Education of California and DOES 1 THROUGH 50 (hereinafter also collectively referred to
8 as “Defendant”) for California Labor Code violations, unfair business practices, and civil
9 penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide
10 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure
11 to timely pay wages, failure to provide accurate, itemized wage statements, failure to maintain
12 accurate time and payroll records, and failure to reimburse necessary business-related expenses.

13 2. Plaintiff’s First Cause of Action is brought as a representative action on behalf of
14 himself and certain other current and former employees of Defendant against whom one or more
15 of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved
16 Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved
17 employee against whom one or more of the alleged violations occurred. The civil penalties sought
18 by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
19 according to proof at trial.

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

24 4. This Court has jurisdiction over Defendants because, upon information and belief,
25 Defendants are citizens of California, have sufficient minimum contacts in California, or
26 otherwise intentionally avail themselves of the California market so as to render the exercise of
27 jurisdiction over them by the California courts consistent with traditional notions of fair play and
28 substantial justice.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles.

PARTIES

6. Plaintiff Jesse Coria is an individual residing in the County of Los Angeles, State of California.

7. Defendant Environmental Assessment Services & Education of California, is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

8. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct. Defendant Environmental Assessment Services & Education of California and Doe Defendants 1 through 50 are collectively referred to herein as "Defendant."

9. Defendant was and at all times herein mentioned were, (a) conducting business in the County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

10. Plaintiff further alleges that Defendant, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Employees so as to make each of said Defendant employers and employers jointly

1 liable under the statutory provisions set forth herein.

2 **GENERAL ALLEGATIONS**

3 11. Defendant is a company that provides installation and repair services to make
4 homes more energy-efficient. Defendant offers the following services: heating, ventilation, and
5 air conditioning (“HVAC”) installation and repair, attic insulation, water heater installation and
6 maintenance, and window retrofitting, sealing, weatherization, and replacement.

7 12. During Plaintiff’s employment, Defendant acted as subcontractor for Edison and
8 Southern California Gas Company (collectively referred to as “Utility Companies”). In an effort
9 to make California more energy efficient, the Utility Companies implemented a program for low-
10 income households who would qualify for energy-saving home improvements, installations, or
11 upgrades at no cost to the homeowner. These “no-cost” energy efficient programs could include
12 HVAC system upgrades or replacements, refrigerator or glass replacements, water heater repair
13 or replacements, or upgrades to faucets or showerheads. Defendant would get paid by the Utility
14 Companies for every eligible homeowner who Defendant got to enroll in the aforementioned “no-
15 cost” programs. The Utility Companies forbade Defendant to sell anything to the eligible
16 homeowners because the “no-cost” programs that were intended to improve energy efficiency
17 were supposed to be free to the eligible homeowners.

18 13. The Utility Companies provided Defendant with the names and contact
19 information for individuals and homeowners who were interested in the “no-cost” programs.
20 Plaintiff’s job responsibilities, as well as those who were similarly situated, was not to “sell” the
21 “no-cost programs” but was to verify the income of the individuals and homeowners to ensure
22 that they met the income guidelines to make them eligible for the “no-cost” programs. If the
23 individual or homeowner met the income guidelines, i.e. they did not make over a certain
24 threshold of income, Plaintiff, and others similarly situated, would begin a home assessment by
25 checking their refrigerator, air conditioning units, and other appliances. At no point did Plaintiff,
26 or others similarly situated, sell any services or goods provided by Defendant as it related to the
27 “no-cost” programs; instead, Plaintiff, and others similarly situated, merely checked to see if
28 homeowners were eligible for “no-cost” programs offered by the Utility Companies.

1 14. Plaintiff was employed by Defendant during the relevant time period up until the
2 time of his termination on June 1, 2022. Plaintiff worked for Defendant in the position of “Home
3 Energy Specialist,” not as a salesperson. Plaintiff’s duties included income documentation,
4 enrollment, and inspection of homes to ensure eligibility of individuals for the “no-cost” programs
5 offered by the Utility Companies, not Defendant. As a necessary part of his employment,
6 Plaintiff, and Aggrieved Employees, had to drive thousands of miles in their personal car to go
7 from one house to another throughout their employment. However, Plaintiff and the Aggrieved
8 Employees were not offered any reimbursement for their reasonable and necessary expenses,
9 including mileage. In addition, Plaintiff, and the Aggrieved Employees, were misclassified as
10 outside salespersons. Plaintiff’s offer letter did not at any point mention the word “sales” or
11 “sale.” Notably, the offer letter set forth that Plaintiff would be paid on commission for
12 “Assessment Activities,” not sales.

13 15. As stated above, Plaintiff, and some of the Aggrieved Employees, had to drive
14 thousands of miles to go from one house to another as part of their employment. However,
15 Plaintiff’s offer letter, as well as that of some of the Aggrieved Employees, stated “***No customary***
16 ***reimbursement will be made for expenses incurred within normal day-to-day operations of the***
17 ***position.*** Reimbursement for non-ordinary expenses will be considered on a case-by-case basis.
18 As such, it will be your responsibility to provide reliable transportation in the execution of your
19 job responsibilities.”

20 16. At all relevant times set forth herein, Defendant employed Plaintiff and the
21 Aggrieved Employees Members as hourly-paid or non-exempt employees however misclassified
22 Plaintiff, and other Aggrieved Employees, as exempt.

23 17. Throughout the time period involved in this case, Defendant had the authority to
24 hire and terminate Plaintiff and the Aggrieved Employees; to directly or indirectly control work
25 rules, working conditions, wages, working hours, and conditions of employment of Plaintiff and
26 the Aggrieved Employees; and to hire and terminate the employment of Plaintiff and the
27 Aggrieved Employees.

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1 18. At all times herein mentioned, Defendant was subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 19. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in
4 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
5 employees, including, but not limited to, those that were misclassified as exempt. As set forth in
6 more detail below, this scheme involved, *inter alia*, failing to pay Plaintiff and the Aggrieved
7 Employees Members for all hours worked, including minimum and overtime wages. Defendant
8 also implemented policies that prohibited Plaintiff and the Aggrieved Employees from accurately
9 recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved
10 Employees all wages owed. In addition, Defendant routinely failed to permit Plaintiff and the
11 Aggrieved Employees to take timely and duty-free meal periods and rest periods in violation of
12 California law. Defendant also failed to reimburse Plaintiff and the Aggrieved Employees for all
13 necessary business-related expenses.

14 20. Throughout the time period involved in this case, Defendant implemented policies
15 and/or practices which failed to provide Plaintiff and the Aggrieved Employees with timely and
16 duty-free meal periods. Defendant routinely failed to relieve Plaintiff and the Aggrieved
17 Employees of all duties during their meal periods, regularly failed to relinquish control over
18 Plaintiff and the Aggrieved Employees during their meal periods, regularly failed to permit
19 Plaintiff and the Aggrieved Employees a reasonable opportunity to take their meal periods, and
20 regularly impeded or discouraged Plaintiff and the Aggrieved Employees from taking thirty (30)
21 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
22 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work
23 for shifts lasting more than ten (10) hours. Defendant also failed to maintain accurate records of
24 meal periods taken by Plaintiff and the Aggrieved Employees.

25 21. Throughout the time period involved in this case, Defendant did not adequately
26 inform Plaintiff and the Aggrieved Employees of their right to take meal periods under California
27 law. Moreover, Defendant systematically disregarded their own written policies regarding the
28 provision and timing of meal periods for Plaintiff and the Aggrieved Employees. Instead,

1 Defendant's actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in
2 a way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
3 and the Aggrieved Employees to work through their meal periods, for which they were not
4 compensated.

5 22. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
6 and the Aggrieved Employees premium wages for meal periods that were missed, late,
7 interrupted, or shortened in violation of California law. Defendant knew or should have known
8 that Plaintiff and the Aggrieved Employees were entitled to receive all meal periods or payment
9 of one additional hour of pay at their regular rate of pay when a meal period was missed, short,
10 late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely failed to provide
11 legally compliant meal periods to Plaintiff and the Aggrieved Employees, and routinely failed to
12 pay one additional hour of pay to Plaintiff and the Aggrieved Employees at their regular rate of
13 pay when a meal period was missed, short, late, and/or interrupted.

14 23. Throughout the time period involved in this case, Defendant have implemented
15 policies and practices which prohibited Plaintiff and the Aggrieved Employees from taking timely
16 and duty-free rest periods. Defendant regularly failed to provide, authorize, and permit Plaintiff
17 and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift
18 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods
19 for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
20 permit, and provide such rest breaks in the middle of each work period.

21 24. Throughout the time period involved in this case, Defendant did not adequately
22 inform Plaintiff and the Aggrieved Employees of their right to take rest periods under California
23 law. Moreover, Defendant systematically disregarded their own written policies regarding the
24 provision and timing of rest periods for Plaintiff and the Aggrieved Employees. Instead,
25 Defendant's actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in
26 a way that regularly prohibited them from taking timely and duty free rest periods, and to regularly
27 require Plaintiff and the Aggrieved Employees to work through their rest periods.

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1 25. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
2 and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted,
3 or shortened in violation of California law. Defendant knew or should have known that Plaintiff
4 and the Aggrieved Employees were entitled to receive all rest periods or payment of one
5 additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
6 interrupted. Notwithstanding this knowledge, Defendant routinely failed to authorize and permit
7 Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failed to pay one
8 additional hour of pay to Plaintiff and the Aggrieved Employees at their regular rate of pay when
9 a rest period was missed, short, late and/or interrupted.

10 26. Throughout the time period involved in this case, Defendant regularly required
11 Plaintiff and the Aggrieved Employees to perform work off the clock or failed to pay them for all
12 hours worked, including overtime.

13 27. Throughout the time period involved in this case, Defendant implemented policies
14 that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time
15 worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

16 28. Throughout the time period involved in this case, Plaintiff and the Aggrieved
17 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

18 29. Throughout the time period involved in this case, Defendant regularly failed to
19 pay all overtime compensation owed to Plaintiff and the Aggrieved Employees when they worked
20 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or
21 in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work
22 week. Defendant knew or should have known that Plaintiff and the Aggrieved Employees were
23 entitled to receive certain wages for overtime compensation and that they were not receiving
24 wages for overtime compensation.

25 30. Throughout the time period involved in this case, Defendant failed to pay overtime
26 to Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of
27 pay correctly calculated to include all applicable remuneration.

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1 31. Throughout the time period involved in this case, Defendant regularly failed to
2 pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked.
3 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
4 to receive at least minimum wages for all hours worked and that they were not receiving at least
5 minimum wages for all hours worked. Defendant's failure to pay minimum wages included, *inter*
6 *alia*, failing to pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant
7 to California law.

8 32. Throughout the time period involved in this case, Defendant regularly failed to
9 pay Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
10 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
11 to receive all wages owed to them upon termination within the time permissible under California
12 Labor Code sections 201-203. Plaintiff and the Aggrieved Employees did not receive payment
13 of all final wages owed to them upon discharge or resignation, including overtime compensation
14 and minimum wages within any time permissible under California Labor Code sections 201-203.

15 33. Throughout the time period involved in this case, Defendant regularly failed to
16 pay Plaintiff and the Aggrieved Employees all wages within any time permissible under
17 California law, including, *inter alia*, California Labor Code section 204. Defendant knew or
18 should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages
19 owed to them during their employment. Plaintiff and the Aggrieved Employees did not receive
20 payment of all wages, including overtime compensation, minimum wages, and meal and rest
21 period premiums.

22 34. Throughout the time period involved in this case, Defendant failed to reimburse
23 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but
24 not limited to mileage or transportation. Defendant knew or should have known that Defendant
25 was required to reimburse Plaintiff and the Aggrieved Employees for all necessary business-
26 related expenses and costs, but, in fact, failed to do so in violation of California law.

27 35. Throughout the time period involved in this case, Defendant knew or should have
28 known that they had a duty to compensate Plaintiff and the Aggrieved Employees pursuant to

1 California law. Defendant had the financial ability to pay such compensation, but willfully,
2 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved
3 Employees that they paid all wages owed to them, all in order to increase Defendant's profits.

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

7 **FIRST CAUSE OF ACTION**

8 **(Violation of California Labor Code § 2699, Et Seq.)**

9 **(Against All Defendants)**

10 37. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
11 every allegation set forth above.

12 38. Plaintiff brings his first cause of action as a representative action on behalf of
13 himself and similarly Aggrieved Employees in the capacity as a private attorney general act
14 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et*
15 *seq.* ("PAGA").

16 39. PAGA specifically provides for a private right of action to recover civil penalties
17 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
18 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
19 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
20 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
21 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
22 or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code §
23 2699(a).

24 40. Plaintiff was employed by Defendants and the Labor Code violations alleged above
25 were committed against him during his time of employment. Plaintiff is therefore, an "aggrieved
26 employee" under PAGA.

27 41. As set forth in detail above, during all times relevant to this Action, Defendants
28 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor

Codes by:

- a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
 - b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
 - c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
 - d. Failing to provide, authorize, and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
 - e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
 - f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
 - g. Failure to provide written notice of paid sick leave and supplemental sick paid sick leave in violation of Labor Code §§ 226, 246, and 1174.
 - h. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
 - i. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
 - j. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business related expenses in violation of Labor Code §§ 2800 and 2802.
42. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,

1 individually and on behalf of the Aggrieved Employees and the State of California, requests and
2 is entitled to recover penalties against Defendant for the Labor Code violations described above,
3 including but not limited to penalties under California Code of Regulations Title 8 section 11010,
4 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5,
5 and 1197.1, and any and all additional penalties and sums as provided by the California Labor
6 Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount
7 to be shown according to proof at trial.

8 43. Plaintiff has exhausted his administrative remedies pursuant to Labor Code §
9 2699.3. On July 5, 2022, Plaintiff, through his counsel of record, by online filing with the Labor
10 and Workforce Development Agency (“LWDA”) and by electronic mail to his counsel of record,
11 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
12 Orders that Defendants have violated, including the facts and theories to support the violations,
13 and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the
14 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-
15 five (65) days have elapsed since the mailing of Plaintiff’s July 5, 2022 notice, and the Labor and
16 Workforce Development Agency has not indicated that it intends to investigate the violations
17 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
18 for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

19 44. Plaintiff was compelled to retain the services of counsel to file this court action to
20 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
21 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs
22 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

23 45. Plaintiff may amend this complaint as a matter of right pursuant to California
24 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
25 specified in Labor Code §2699.3.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
28 public similarly situated, and as a private attorney general act, prays for relief and judgment

1 against Defendants, jointly and severally, as follows:

2 **As to the First Cause of Action**

3 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
4 Code;

5 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
6 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
7 Code and/or other applicable statutes; and

8 3. For such other relief as the Court deems just and proper.

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10 Dated: September 9, 2022

DOMB & RAUCHWERGER, LLP

11
12 By:



13 ZACK I. DOMB
14 DEVIN RAUCHWERGER
15 *Attorneys for Plaintiff*
16 Jesse Coria
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: September 9, 2022

DOMB & RAUCHWERGER, LLP

By:



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