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9 MATTHEW OLLIS, MONIQUE RAMIREZ, and CHRIS ALVES, on behalf of themselves, the
general public, and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF BUTTE**

13 JENNIFER RUSSELL, ANDREW HILL,
14 SAMANTHA BACON, MATTHEW OLLIS,
15 MONIQUE RAMIREZ, CHRIS ALVES, on
16 behalf of themselves, the general public, and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*

17 Plaintiffs,

18 v.

19 TRC ENVIRONMENTAL CORPORATION,
20 a Connecticut corporation, TRC FIELD
21 SERVICES, INC., a Delaware corporation,
22 TRC ENGINEERS, INC., a California
corporation, and DOES 1 through 10,
inclusive,

23 Defendants.

CASE NO: 23CV00826

*Assigned to the Hon. Tamara L. Mosbarger,
Dept. 1*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PAY ALL MINIMUM
AND OVERTIME WAGES DUE (LABOR
CODE §§ 510, 1174, 1174.5, 1194, 1198,
AND 1194.2)**

**2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 4-2001)**

**3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 512,
1174, 1174.5, AND 1198; IWC WAGE
ORDER 4-2001)**

**4. FAILURE TO REIMBURSE ALL
BUSINESS-RELATED EXPENSES
(LABOR CODE § 2802)**

**5. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE**

**STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**6. FAILURE TO PAY WAGES DUE AT
SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**

**7. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**8. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7,
510, 512, 1174, 1174.5, 1194, 1198, AND
2802 AND PURSUANT TO LABOR CODE
§ 2699(a) FOR VIOLATIONS OF LABOR
CODE §§ 226.3 AND 558**

DEMAND FOR JURY TRIAL

Complaint Filed: April 3, 2023

Plaintiffs JENNIFER RUSSELL, ANDREW HILL, SAMANTHA BACON, MATTHEW OLLIS, MONIQUE RAMIREZ, and CHRIS ALVES (“Plaintiffs”), on behalf of themselves and on behalf of all similarly situated individuals (the “Classes” or “Plaintiffs’ Classes”), on behalf of the general public, and under the Labor Code Private Attorneys General Act of 2004, complain of TRC ENVIRONMENTAL CORPORATION, a Connecticut corporation, TRC FIELD SERVICES, INC., a Delaware corporation, and/or any subsidiaries or affiliated companies as stated below. Plaintiffs, on behalf of themselves, complain of TRC ENVIRONMENTAL CORPORATION, a Connecticut corporation, TRC FIELD SERVICES, INC., a Delaware corporation, TRC ENGINEERS, INC., a California corporation, and/or any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), as stated below.

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiffs and all other employees who work or formerly worked for Defendants within the State of California.

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1 2. Claims alleged against Defendant TRC Engineers, Inc., a California corporation, are
2 alleged on behalf of Plaintiffs only. Any PAGA or class action claims, assertions, and statements
3 alleged in this Complaint do not apply to Defendant TRC Engineers, Inc., a California corporation.

4 3. For at least four (4) years prior to the filing of this action and continuing through the
5 present (the “liability period”) Defendants have had a consistent policy of voluntarily and knowingly
6 failing to pay all minimum and overtime wages due to Plaintiffs and Class Members (as defined
7 below); failing to provide legally compliant meal and rest periods or compensation in lieu thereof to
8 Plaintiffs and Class Members; failing to reimburse Plaintiffs and Class Members for all business-
9 related expenses; failing to provide accurately itemized wage statements to Plaintiffs and Class
10 Members; and failing to timely pay wages upon separation of employment to Plaintiffs and Class
11 Members.

12 4. Plaintiffs, on behalf of themselves and Class Members, bring this action pursuant to
13 Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1198, and 2802 seeking
14 compensation for all unpaid wages and expenses, civil and statutory penalties, injunctive and other
15 equitable relief, and reasonable attorneys’ fees and costs.

16 5. Plaintiffs, on behalf of themselves and Class Members, and pursuant to Business &
17 Professions Code §§ 17200-17208, also seek injunctive relief, restitution, and disgorgement of all
18 benefits Defendants enjoyed from their failure to pay all wages and expense reimbursement due.

19 6. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor
20 Code §§ 2698 *et seq.*, seek penalties for Defendants’ various violations of the California Labor Code.

21 7. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395
22 because Defendants employed Plaintiffs and Class Members throughout the State of California,
23 including in Butte County.

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1 **II.**

2 **PARTIES**

3 **A. Plaintiffs**

4 8. Plaintiff JENNIFER RUSSELL was employed by Defendants from approximately
5 January 2022 through November 2022 as a non-exempt employee throughout the State of California,
6 including in Butte County.

7 9. Plaintiff ANDREW HILL was employed by Defendants from approximately January
8 2022 through November 2022 as a non-exempt employee throughout the State of California,
9 including in Butte County.

10 10. Plaintiff SAMANTHA BACON was employed by Defendants from approximately
11 August 2022 through November 2022 as a non-exempt employee throughout the State of California,
12 including in Butte County.

13 11. Plaintiff MATTHEW OLLIS was employed by Defendants from approximately
14 September 2021 through November 2022 as a non-exempt employee throughout the State of
15 California, including in Butte County.

16 12. MONIQUE RAMIREZ was employed by Defendants from 2020 through February
17 2023 as a non-exempt employee throughout the State of California, including in Butte County.

18 13. CHRIS ALVES was employed by Defendants from approximately April 2022 through
19 February 2023 as a non-exempt employee throughout the State of California, including in Butte
20 County.

21 14. During their work with Defendants, Plaintiffs were:

- 22 a. Willfully denied the payment of all minimum and overtime wages due;
23 b. Willfully denied rest periods or compensation in lieu thereof;
24 c. Willfully denied meal periods or compensation in lieu thereof;
25 d. Willfully denied reimbursement of all business-related expenses incurred;
26 e. Willfully denied accurately itemized wage statements; and
27 f. Willfully denied the timely payment of wages upon separation of their
28 employments.

1 **B. Defendants**

2 15. Defendant TRC ENVIRONMENTAL CORPORATION is a Connecticut corporation.
3 Defendant employed Plaintiffs and Class Members throughout the State of California, including in
4 Butte County.

5 16. Defendant TRC FIELD SERVICES, INC. is a Delaware corporation. Defendant
6 employed Plaintiffs and Class Members throughout the State of California, including in Butte
7 County.

8 17. Defendant TRC ENGINEERS, INC. is a California corporation. Defendant employed
9 Plaintiffs throughout the State of California, including in Butte County.

10 18. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, who
12 therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs
13 are informed and believe, and based thereon allege, that each of the Defendants designated herein as
14 a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will
15 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
16 designated hereinafter as DOES when such identities become known.

17 19. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
18 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
19 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
20 legally attributable to the other Defendants.

21 20. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
22 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
23 provisions of the California Labor Code as alleged herein.

24 **III.**

25 **CLASS ACTION ALLEGATIONS**

26 21. Plaintiffs bring this action on behalf of themselves, and all others similarly situated as
27 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent the
28 following Classes composed of and defined as follows:

1 **THE TRC ENVIRONMENTAL CLASS (“CLASS I”)**

2 All non-exempt California employees employed by Defendant TRC
3 Environmental Corporation, a Connecticut corporation at any time
4 since the date four years preceding the filing of this Action, plus any
5 additional time tolled by the California State Judicial Council pursuant
6 to Emergency Rule 9 in response to the COVID-19 pandemic and
7 continuing through the present.

8 **THE TRC FIELD SERVICES CLASS (“CLASS II”)**

9 All non-exempt California employees employed by Defendant TRC
10 Field Services, Inc., a Delaware corporation at any time since the date
11 four years preceding the filing of this Action, plus any additional time
12 tolled by the California State Judicial Council pursuant to Emergency
13 Rule 9 in response to the COVID-19 pandemic and continuing through
14 the present.

15 Members of Class I and Class II are collectively referred to as “Class Members.”

16 22. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or
17 modify this Class description with greater specificity or further division into subclasses or limitation
18 to particular issues.

19 23. This action has been brought and may properly be maintained as a Class action under
20 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community
21 of interest in the litigation and the proposed Class is easily ascertainable.

22 **A. Numerosity**

23 24. The potential members of the Classes as defined are so numerous that joinder of all
24 Class Members is impracticable. While the precise number of members of the Classes have not been
25 ascertained at this time, Plaintiffs are informed and believe, and based thereon allege, that
26 Defendants currently employ, and during the relevant time periods employed, over 75 persons in the
27 State of California who fall within the Class definitions.

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25. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiffs allege Defendants' employment records would provide information as to the number and location of members of the Classes. Joinder of members of the Classes is not practicable.

B. Commonality

26. There are questions of law and fact common to the Classes that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Plaintiffs and Class Members were denied the payment of all minimum and overtime wages due during the course of employment, in violation of Labor Code §§ 510, 1174, 1174.5, 1194, 1194.2, and 1198;
- b. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiffs and Class Members, in violation of Labor Code § 226.7, and IWC Wage Order 4-2001;
- c. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiffs and Class Members, in violation of Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198, and IWC Wage Order 4-2001;
- d. Whether Defendants failed to reimburse all business-related expenses to Plaintiffs and Class Members, in violation of Labor Code § 2802;
- e. Whether Defendants failed to provide Plaintiffs and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a) and (e);
- f. Whether Defendants failed to timely pay Plaintiffs and Class Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203; and
- g. Whether Plaintiffs and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

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1 **C. Typicality**

2 27. The claims of the named Plaintiffs are typical of the claims of members of the Classes.
3 Plaintiffs and members of the Classes sustained injuries and damages arising out of and caused by
4 Defendants' common course of conduct in violation of laws, regulations that have the force and
5 effect of law, and statutes as alleged herein.

6 **D. Adequacy of Representation**

7 28. Plaintiffs will fairly and adequately represent and protect the interests of Class
8 Members. Counsel who represent Plaintiffs are competent and experienced in litigating large
9 employment Class actions.

10 **E. Superiority of Class Action**

11 29. A class action is superior to other available means for the fair and efficient adjudication
12 of this controversy. Individual joinder of all proposed Class Members is not practicable, and
13 questions of law and fact common to the proposed Classes predominate over any questions affecting
14 only individual members of the proposed Classes. Each member of the proposed Classes has been
15 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

16 30. Class action treatment will allow those similarly situated persons to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this
19 action that would preclude its maintenance as a Class action.

20 **IV.**

21 **CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION**

23 **PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS**

24 **FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES DUE**

25 **(LABOR CODE §§ 510, 1174, 1174.5, 1194, 1194.2, AND 1198)**

26 31. Plaintiffs incorporate paragraphs 1 through 30 of this Complaint as though fully set
27 forth herein.

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32. During the liability period, Defendants failed to pay Plaintiffs and Class Members all minimum and overtime wages due, in violation of Labor Code §§ 510, 1194, and 1194.2. Defendants required Plaintiffs and Class Members to record that they worked ten hours a day, regardless of whether they worked more than ten hours in a day, which they frequently did. This deprived Plaintiffs and Class Members of significant hours worked and violates Labor Code §§ 510, 1194, and 1194.2. Additionally, Plaintiffs allege that Defendants failed to retain records in accordance with Labor Code §§ 1174, 1174.5, and 1198. Defendants do not require Plaintiffs and Class Members to clock in and out for their shifts or meal periods. This violates Labor Code §§ 1174, 1174.5, and 1198.

33. As a result of the unlawful acts of Defendants in willfully failing to pay all minimum and overtime wages due and failing to keep records of hours worked, Plaintiffs and Class Members have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs, pursuant to Labor Code § 1194 and liquidated damages, pursuant to Labor Code § 1194.2.

Wherefore, Plaintiffs and the Classes they seek to represent request relief as described below.

V.

SECOND CAUSE OF ACTION

PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7; IWC WAGE ORDER 4-2001)

34. Plaintiffs incorporate paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. Plaintiffs and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7.

36. Plaintiffs and Class Members were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Plaintiffs and Class Members were not permitted to take their rest periods due to the busy nature of their work. This practice violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

37. Pursuant to Labor Code § 226.7, Plaintiffs and Class Members seek the payment of all rest period compensation which they are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiffs and the Classes they seek to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7, 512, 1174, 1174.5, AND 1198; IWC WAGE ORDER 4-2001)

38. Plaintiffs incorporate paragraphs 1 through 38 of this Complaint as though fully set forth herein.

39. Plaintiffs and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512.

40. Plaintiffs and Class Members were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. Plaintiffs and Class Members were not permitted to take their meal periods due to the busy nature of their work. Defendants also failed to maintain records indicating the start and end time of each meal period, if one ever occurred. These practices violate Labor Code §§ 226.7, 512, 558, 1174, 1174.5, and 1198 and IWC Wage Order 4-2001.

41. Pursuant to Labor Code §§ 226.7 and 512, Plaintiffs and Class Members seek the payment of all meal period compensation which they are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiffs and the Classes they seek to represent request relief as described below.

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VII.

FOURTH CAUSE OF ACTION

PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS

FAILURE TO REIMBURSE ALL BUSINESS-RELATED EXPENSES

(LABOR CODE § 2802)

42. Plaintiffs incorporate paragraphs 1 through 41 of this Complaint as though fully set forth herein.

43. Pursuant to California Labor Code § 2802, Defendants are required to fully reimburse Plaintiffs and Class Members for all out-of-pocket expenses incurred by them in the performance of their job duties.

44. Plaintiffs and Class Members were required to incur work-related expenses, including, but not limited to, the use of their personal cell phones, vehicles, and hotel stays, as part of their work tasks for Defendants, but were not fully reimbursed by Defendants for these expenses.

45. As a proximate result of the aforementioned violations, Plaintiffs and Class Members have been damaged in an amount according to proof at the time of trial.

46. Pursuant to Labor Code § 2802, Plaintiffs and Class Members are entitled to recover from Defendants the full amount of the expenses they incurred in the performance of their job duties that have not been reimbursed, plus interest, reasonable attorney's fees, and costs of suit.

Wherefore, Plaintiffs and the Classes they seek to represent request relief as described below.

VIII.

FIFTH CAUSE OF ACTION

PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

47. Plaintiffs incorporate paragraphs 1 through 46 of this Complaint as though fully set forth herein.

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1 48. Section 226(a) of the California Labor Code requires Defendants to provide wage
2 statements to employees. In those wage statements, Defendants must provide an accurate itemized
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3)
4 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
7 of the period for which the employee is paid, (7) the name of the employee and only the last four
8 digits of his or her social security number or an employee identification number other than a social
9 security number, (8) the name and address of the legal entity that is the employer..., and (9) all
10 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
11 at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply
12 with Labor Code § 226(a).

13 49. Defendants failed to provide Plaintiffs and Class Members with Plaintiffs and Class
14 Members statements that fully and accurately itemized the requirements set forth in Labor Code §§
15 226(a). Plaintiffs were not paid all wages due or for all time worked, as stated above. As such, the
16 wage statements provided by Defendants failed to accurately state all gross wages earned, in
17 violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net
18 wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during
19 the pay period and the corresponding number of hours worked, in violation of Labor Code §
20 226(a)(9).

21 50. As a consequence of Defendants' willful conduct in failing to provide Plaintiffs and
22 Class Members with accurate itemized wage statements, Plaintiffs and Class Members have been
23 injured because they have not been paid all wages due and was issued wage statements which do not
24 reflect, and fail to state, all information required by Labor Code § 226(a). The missing information
25 cannot be discerned at all from the face of the wage statements themselves. As a result, Plaintiffs
26 and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater
27 of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per
28 employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of

1 \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant
2 to Labor Code § 226(h).

3 Wherefore, Plaintiffs and the Classes they seek to represent request relief as described below.

4 **IX.**

5 **SIXTH CAUSE OF ACTION**

6 **PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS**

7 **FAILURE TO PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

8 **(LABOR CODE §§ 201-203)**

9 51. Plaintiffs incorporate paragraphs 1 through 50 of this Complaint as though fully set
10 forth herein.

11 52. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
12 due within 72 hours after resignation of employment or the day of termination of employment. Labor
13 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
14 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
15 or an action is commenced. The penalty cannot exceed 30 days of wages.

16 53. Defendants paid Plaintiffs and Class Members their final wages beyond the time
17 frames set forth in Labor Code §§ 201 and 202, in violation of Labor Code § 203. As stated above,
18 Plaintiffs and Class Members were not paid all wages due during the course of their employment,
19 and as a result of this failure, they were not timely paid all wages due at the separation of their
20 employment. Separately, when Plaintiffs ended their employment with Defendants, they were not
21 provided their final wages within 72 hours. Instead, Defendants issued their final paychecks more
22 than 72 hours after their last dates of employment, in violation of Labor Code § 201-203. Plaintiffs
23 allege that Defendants maintain a policy of untimely paying final wages to their former employees.

24 54. More than 30 days have passed since Plaintiffs left Defendants' employ.

25 55. As a consequence of Defendants' willful conduct in not paying wages owed timely
26 upon separation of employment, Plaintiffs and Class Members are entitled to up to 30 days' wages
27 as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation
28 of employment.

Wherefore, Plaintiffs and the Classes they seek to represent request relief as described below.

X.

SEVENTH CAUSE OF ACTION

PLAINTIFFS AND CLASSES I AND II AGAINST ALL DEFENDANTS

UNFAIR COMPETITION PURSUANT TO

BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

56. Plaintiffs incorporate paragraphs 1 through 55 of this Complaint as though fully set forth herein.

57. This is an Action for Unfair Business Practices. Plaintiffs bring this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

58. Plaintiffs each are a “person” within the meaning of Business & Professions Code § 17204, and therefore have standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

59. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

60. Wage and hour laws express fundamental public policies. Properly providing employees with all wages and expense reimbursement due are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and its employees from competitors who lower their costs by failing to comply with minimum labor standards.

61. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair

1 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiffs
2 and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

3 62. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
4 §17200 *et seq.* of the Business & Professions Code.

5 63. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
6 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
7 17200 *et seq.* of the Business & Professions Code.

8 64. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs have been
9 damaged in a sum as may be proven.

10 65. Unless restrained by this Court, Defendants will continue to engage in the unlawful
11 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
12 should make such orders or judgments, including the appointment of a receiver, as may be necessary
13 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
14 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
15 to, disgorgement of profits which may be necessary to restore Plaintiffs the money Defendants have
16 unlawfully failed to pay.

17 **XI.**

18 **EIGHTH CAUSE OF ACTION**

19 **PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST DEFENDANTS TRC**

20 **ENVIRONMENTAL CORPORATION AND TRC FIELD SERVICES, INC.**

21 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
22 **LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1198, AND 2802**
23 **AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF**
24 **LABOR CODE §§ 226.3 AND 558**

25 66. Plaintiffs incorporate paragraphs 1 through 65 of this Complaint as though fully set
26 forth herein.

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1 67. As a result of the acts alleged above, including the Labor Code violations set forth
2 herein, Plaintiffs seek penalties pursuant to Labor Code § 2698 *et seq* on behalf of themselves and
3 all other aggrieved employees.

4 68. For each such violation, Plaintiffs and all aggrieved employees are entitled to penalties
5 in an amount to be shown at the time of trial subject to the following formula:

6 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
7 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512,
8 1174, 1174.5, 1194, 1198, and 2802; and

9 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
10 Code §§ 226.3 and 558.

11 69. Penalties recovered will be allocated 75% to the Labor and Workforce Development
12 Agency, and 25% to the affected employees.

13 70. On March 31, 2023, Plaintiffs RUSSELL, HILL, BACON, and OLLIS sent a letter,
14 by online submission to the LWDA and by certified mail, return receipt requested, to Defendant
15 TRC ENVIRONMENTAL CORPORATION setting forth the facts and theories of the violations
16 alleged against Defendant TRC ENVIRONMENTAL CORPORATION, as prescribed by Labor
17 Code § 2698 *et seq*. On June 16, 2023, Plaintiffs sent a second letter, by online submission to the
18 LWDA and by certified mail, return receipt requested, to Defendants TRC ENVIRONMENTAL
19 CORPORATION and TRC FIELD SERVICES, INC. setting forth the facts and theories of the
20 violations alleged against Defendants TRC ENVIRONMENTAL CORPORATION and TRC
21 FIELD SERVICES, INC., as prescribed by Labor Code § 2698 *et seq*. Pursuant to Labor Code §
22 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65) calendar
23 days of March 31, 2023 or June 16, 2023. Plaintiffs may therefore commence this action to seek civil
24 penalties pursuant to Labor Code § 2698 *et seq*.

25 Wherefore, Plaintiffs and all aggrieved employees they seek to represent request relief as
26 described below.

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RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For compensatory damages pursuant to Labor Code §§ 510 and 1194 in the amount of all unpaid wages due to Plaintiffs and Class Members;
2. For liquidated damages pursuant to Labor Code § 1194.2 in the amount of all unpaid minimum wages due to Plaintiffs and Class Members;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided, pursuant to Labor Code § 226.7 for Plaintiffs and Class Members;
4. For penalties pursuant to Labor Code § 226(e) for Plaintiffs and Class Members;
5. For penalties pursuant to Labor Code § 203 for Plaintiffs and Class Members;
6. For reimbursement of all expenses incurred by Plaintiffs and Class Members pursuant to Labor Code § 2802;
7. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all aggrieved employees;
8. An award of prejudgment and post-judgment interest;
9. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*;
10. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2802, and other applicable law;
11. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2802, and other applicable law; and
12. Such other and further relief as this Court may deem just and proper.

Dated: September 1, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

Dated: September 1, 2023

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: *Daniel F. Gaines*
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiffs

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On September 1, 2023, I served the foregoing document described as **FIRST AMENDED CLASS AND**
6 **REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by placing a true copy thereof
enclosed in sealed envelopes addressed as follows:

7 **Creighton Sebra, Esq.-**
8 **Lisa Reimbold, Esq.-**
9 **Saige Shaw, Esq.-**
10 **CLARK HILL LLP**
11 **555 South Flower Street, 24th Floor**
12 **Los Angeles, CA 90071**

13 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
14 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
15 and processing correspondence for mailing. It is deposited with United States postal service on that same
16 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
17 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
18 mailing in affidavit.

19 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
20 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
21 authorized carrier or driver authorized by the express carrier to receive documents.

22 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I served
23 the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule
24 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was
25 (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (____) ____-____. A
26 transmission report was properly issued by the sending facsimile machine, and the transmission was
27 reported as complete and without error. Copies of the facsimile transmission cover sheet and the
28 transmission report are attached to this proof of service.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

_____ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

_____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
transmission on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 1, 2023, at Westlake Village, California.

27 
28 _____
JEREMY REYES