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Attorneys for Plaintiffs:

**IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Trisha Wren fka Trisha Johnson, **Kevin Barnes**, **Brent Whitman**, **Kathlene Feige**, **Lisa Cunningham-Gibson**, **Cynthia Piper**, **Tephine Saïtes**, **Margaret Cruz Boze**, **Michelle Pease**, **Kimberly Cassara**, **Rabecka Sheldranti**, **Victoria Thompson**, **Melanie Manos**, **Norma Garcia**, **Cheryl Pierson**, **Sally Rosenthal**, **Nicole Verbick**, **Tammy Schnars**, **Margaret Martinez** individually and on behalf of others similarly situated,

Plaintiffs,

vs.

RGIS Inventory Specialists, LLC, **RGIS, LLC**, and **Does 1-25 Inclusive**,

Defendant

Case No. *C 06-05778 JCS AND C 07-0032 JCS*

First Amended Consolidated Complaint For Violations Of The Fair Labor Standards Act (FLSA); California Wage And Hour Laws; Illinois Wage And Hours Laws; Oregon Wage And Hour Laws; The California Unfair Business Practices Act (California Business And Professions Code §§ 17200, *et seq.*) CA Private Attorneys General Act Of 2004, Cal. Lab. Code § 2698 *et seq.*)

CLASS AND COLLECTIVE ACTION

DEMAND FOR JURY TRIAL

Representative Plaintiffs Trisha Wren fka Trisha Johnson, Kevin Barnes, Brent Whitman, Kathlene Feige, and Lisa Cunningham-Gibson, Cynthia Piper, Tephine Saïtes, Margaret Cruz Boze, Michelle Pease, Kimberly Cassara, Rabecka Sheldranti, Victoria Thompson, Melanie Manos, Norma Garcia, Cheryl Pierson, Sally Rosenthal, Nicole Verbick, Tammy Schnars, and Margaret Martinez, individually, and on behalf of others similarly situated (hereinafter “Plaintiffs”), bring this consolidated class action and collective action complaint against Defendants, RGIS Inventory Specialists, LLC and RGIS, LLC (hereinafter “RGIS”) and allege the following upon information and belief, except as to those allegations concerning individual Plaintiffs, which are alleged upon personal knowledge:

I. PRELIMINARY STATEMENT

1 Plaintiffs bring this action for violations of California, Washington, Illinois, and Oregon (collectively hereinafter “the States”) wage and hour laws, the Fair Labor Standards Act (FLSA) 29 U.S.C. §§ 201 *et seq.*, and the California Unfair Business Practices Act (California Business and Professions Code §§ 17200, *et seq.*) and to recover wages, including minimum wage and overtime, statutory wages, punitive damages, civil penalties pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*, and liquidated damages for all current and former employees of RGIS, for its actions in failing to pay wages for all compensable time, including minimum wage and overtime, failing to provide rest and meal periods, and for failing to timely pay wages at the termination of employment.

2 Plaintiffs and other similarly situated employees are current and former employees of RGIS who have been employed as hourly employees in the positions of inventory “auditors,” “product specialists,” “merchandising specialists,” “assistant team leaders,” “team leaders,” and/or “associate” or “assistant area managers” (hereinafter, collectively “Auditor Employees”), as well as salaried Associate Area, Assistant Area, and Area Managers. Plaintiffs are not exempt from overtime or minimum wage provisions of the FLSA or the States’ wage and hour laws.

3 Additionally, salaried Associate Area Managers and Area Managers are wrongly classified by RGIS as exempt from overtime wages and rest and meal periods in violation of the States’ laws. Assistant Area Managers and Area Managers spend far more than 50 percent of their

1 time engaged in non-exempt activities performed by hourly employees. RGIS does not pay these
2 salaried employees overtime wages, nor provide these salaried employees with rest and meal
3 periods, in compliance with the States' laws.

4 4 RGIS is a limited liability company doing business throughout the United States,
5 including California, Oregon, and Washington. RGIS is the world's largest inventory company,
6 providing services throughout North America, South America and Europe. RGIS has more than
7 40,000 employees in over 400 offices worldwide. RGIS has 258 offices throughout the United
8 States, including 24 offices in California, three in Oregon and five in Washington. RGIS'
9 customers include such superstores as Wal-Mart, Home Depot, K-Mart, Sears, Borders Books, and
10 Gap.

11 5 Plaintiffs also allege that RGIS has willfully engaged and continues to engage in a
12 policy and practice of not compensating them for all hours worked or spent in the control of RGIS.

13 6 RGIS expected Plaintiffs to meet at designated RGIS locations. At the meet site,
14 RGIS allowed, permitted, and suffered employees to perform work in the interest of RGIS. RGIS
15 then transported employees to inventory job sites. Such inventories were and are called "travel
16 inventories." Some travel inventories took employees more than 300 miles away. RGIS did not
17 cause the hours spent waiting for RGIS vans to take the employees to and from job sites, and
18 loading and unloading the vans, to be recorded on the employees' time sheets.

19 7 RGIS "compensated" Plaintiffs for travel time under various schemes at different
20 times. For example, at one time during the class period, RGIS paid only \$0.09 per mile except for
21 the first 20 miles each way. At another time, RGIS compensated employees at the rate of either
22 \$0.09 per mile or \$4.00 an hour with the first 20 miles or half hour, respectively, not paid for.
23 More recently, RGIS pays travel pay for time spent in transportation minus the first hour of travel
24 to an inventory site and minus the first hour of travel from an inventory site. Under each and every
25 payment scheme, the "compensation" paid was inadequate under the States' laws and the FLSA.

26 8 In addition, Plaintiffs are not paid wages for their time spent while waiting at a job
27 site for inventories to start, nor their time spent loading and unloading RGIS vans before and after
28

inventories, nor the time spent donning and doffing equipment that RGIS requires Plaintiffs and other similarly situated employees to wear and that is essential to the performance of their duties.

9 RGIS works its employees without providing the rest and meal periods required by the States' laws. For example, Representative Plaintiff Cunningham-Gibson did not receive her rest periods as required by California law.

10 RGIS does not pay wages, including minimum wage and overtime, as required by the States' laws and the FLSA. For example, every year of his employment, Representative Plaintiff Barnes routinely worked double shifts during the months of January through March and RGIS did not compensate him for all hours worked. Representative Plaintiff Cunningham-Gibson was required to work hours that were not recorded on her time records.

11 RGIS does not provide accurate itemized wage statements as required by the States' laws and RGIS does not pay its employees' wages when due under the States' laws.

12 Pursuant to the strong policy of assuring employees are paid all their wages, are paid for all work performed at the applicable rate of pay (minimum wage, overtime, doubletime), are timely paid, and are provided appropriate rest and meal periods, Plaintiffs seek appropriate recoveries including costs of suit, attorneys' fees, interest, and other relief the Court deems necessary.

II. PARTIES

13 At all material times, Plaintiffs and others similarly situated are current and former employees of RGIS and are at all times the beneficiaries of the wage and hour laws of the State where the work was performed and/or the beneficiaries of the provisions of the FLSA.

14 Representative Plaintiff Trisha Wren fka Trisha Johnson is an individual who resides in the State of Arizona and who is a citizen of the State of Arizona. Ms. Wren was an hourly employee of RGIS who worked for RGIS in Medford, Oregon from approximately November 1999 to September 2004. Ms. Wren was promoted to Associate Area Manager during this time, but remained an hourly employee. RGIS sent Ms. Wren to inventory job sites throughout Oregon and California.

1 15 Representative Plaintiff Kevin Barnes is an individual who resides in the State of
2 Missouri and who is a citizen of the State of Missouri. Mr. Barnes was an hourly employee of
3 RGIS who worked for RGIS in Medford, Oregon from approximately June 1996 to July 2001. Mr.
4 Barnes was promoted to Area Manager, and continued working in Medford as a salaried employee
5 to April 2005. Mr. Barnes was promoted to District Manager and relocated to Chico, California,
6 where he continued working as a salaried employee to September 2005. During Mr. Barnes'
7 employment in Oregon, RGIS caused him to travel to California approximately one to two times a
8 month to perform work for RGIS in locations throughout California including stores in the
9 Northern District of California.

10 16 Representative Plaintiff Brent Whitman is an individual who resides in the State of
11 Oregon and who is a citizen of the State of Oregon. Mr. Whitman was an hourly employee of
12 RGIS who worked for RGIS as a Team Leader in Vancouver, Washington from approximately
13 May 1999 to September 1999. Mr. Whitman was promoted to Area Manager, and continued
14 working in Vancouver as a salaried employee from approximately September 1999 to May 2002.
15 Mr. Whitman was promoted to District Manager, and continued working as a salaried employee,
16 first in Chico, California from approximately May 2002 to November 2002 and then in Medford,
17 Oregon from approximately November 2002 to September 2003. Mr. Whitman returned to
18 Vancouver, Washington, and worked as an hourly employee from approximately September 2003
19 to February 2004.

20 17 Kathlene Feige is an individual who resides in Arcata, California and who is a
21 citizen of the State of California. Ms. Feige worked for Defendant as an hourly employee in
22 California from 1998 to 2003.

23 18 Representative Plaintiff Lisa Cunningham-Gibson is an individual who resides in
24 Eureka, California and who is a citizen of the State of California. Ms. Cunningham-Gibson
25 worked for Defendant from 2001 to 2004. Ms. Cunningham-Gibson was an hourly employee who
26 worked as an auditor in Eureka, California.

1 19 Representative Plaintiff Cynthia Piper is an individual who resides in Salinas,
2 California and who is a citizen of the State of California. Ms. Piper is a current hourly employee
3 of RGIS in California and has been employed by them since approximately 1995.

4 20 Representative Plaintiff Tephine Saïtes is an individual who resides in Salinas,
5 California and who is a citizen of the State of California. Ms. Saïtes is a current employee of
6 RGIS in California.

7 21 Representative Plaintiff Margaret Cruz Boze is an individual who resides in Salinas,
8 California and who is a citizen of the State of California. Ms. Cruz Boze is a current employee of
9 RGIS in California.

10 22 Representative Plaintiff Michele Pease is an individual who resides in Salinas,
11 California and who is a citizen of the State of California. Ms. Pease is a current employee of RGIS
12 in California.

13 23 Representative Plaintiff Kimberly Cassara is an individual who resides in Pinellas
14 Park, Florida and who is a citizen of the State of Florida. Ms. Cassara worked for RGIS in Florida
15 from approximately 2001-2006 and for RGIS in Mississippi from January 2006 until September
16 2006.

17 24 Representative Plaintiff Rabecka Sheldranti is an individual who resides in Naples,
18 Florida and who is a citizen of the State of Florida. Ms. Sheldranti is a current employee of RGIS
19 in Florida.

20 25 Representative Plaintiff Victoria Thompson is an individual who resides in
21 Cumming, Georgia and who is a citizen of the State of Georgia. Ms. Thompson worked for RGIS
22 in Georgia and North Carolina.

23 26 Representative Plaintiff Melanie Manos is an individual who resides in Brocton,
24 New York and who is a citizen of the State of New York. Ms. Manos worked for RGIS in
25 Pennsylvania until November 2006. Ms. Manos worked at inventory sites throughout New York,
26 Ohio, and Pennsylvania.

1 27 Representative Plaintiff Norma Garcia is an individual who resides in Upland,
2 California and who is a citizen of the State of California. Ms. Garcia is a current employee of
3 RGIS in California.

4 28 Representative Plaintiff Cheryl Pierson is an individual who resides in Anaheim,
5 California and who is a citizen of the State of California. Ms. Pierson is a current employee of
6 RGIS in California.

7 29 Representative Plaintiff Sally Rosenthal is an individual who resides in Ontario,
8 California and who is a citizen of the State of California. Ms. Rosenthal is a current employee of
9 RGIS in California.

10 30 Representative Plaintiff Nicole Verbick is an individual who resides in Chicago,
11 Illinois and who is a citizen of the State of Illinois. Ms. Verbick is a former employee of RGIS in
12 Illinois.

13 31 Representative Plaintiff Tammy Schnars is an individual who resides in Lakewood,
14 New York and who is a citizen of the State of New York. Ms. Schnars is a current employee of
15 RGIS in Erie, Pennsylvania. Ms. Schnars has worked at inventory sites throughout New York,
16 Ohio, and Pennsylvania.

17 32 Representative Plaintiff Margaret Martinez is an individual who resides in Pueblo,
18 Colorado and who is a citizen of the State of Colorado. Ms. Martinez has worked as both an
19 hourly auditor and hourly assistant area manager for RGIS and is a current employee of RGIS in
20 Colorado. Ms. Martinez has worked at inventory sites in Colorado, Kansas, Nebraska, South
21 Dakota, Wyoming, New Mexico, Utah, and Hawaii.

22 33 RGIS is a company organized and existing under the laws of the State of Delaware,
23 with its principal place of business in the State of Michigan. RGIS does business throughout the
24 United States, and has places of business in a multiplicity of states including California, Florida,
25 Georgia, Illinois, Mississippi, New York, North Carolina, Ohio, Oregon, Pennsylvania,
26 Washington, Colorado, Kansas, Nebraska, South Dakota, Wyoming, New Mexico, Utah, and
27 Hawaii.

34 RGIS, at all material times herein, was doing business as “RGIS Inventory
Specialist, LLC” or “RGIS, LLC” in the States.

35 At all relevant times, RGIS has been, and continues to be, an “employer” engaged in interstate “commerce” and/or the production of “goods” for “commerce” within the meaning of the FLSA, 29 U.S.C. § 203. At all relevant times, RGIS has employed and continues to employ, “employee(s),” including Plaintiffs and the class, who have been, and continue to be, engaged in interstate commerce and/or the production of goods for commerce. At all relevant times, RGIS has had annual gross operating revenues in excess of \$500,000.

36 The true names and capacities of Defendants, Does One through Twenty-five inclusive, are presently unknown to Representative Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs will seek leave of court to amend this Complaint to insert the true names and capacities of said fictitiously named Defendants when the same have been ascertained.

37 Plaintiffs are informed and believe, and thereon allege, that at all relevant times herein mentioned, each Defendant was the agent, representative, principal, servant, employee, partner, alter ego, joint venture, successor-in-interest, assistant, and/or consultant of each and every remaining Defendant, and as such, was at all times acting within the course, scope, purpose and authority of said agency, partnership and/or employment, and with the express or implied knowledge, permission, authority, approval, ratification and consent of the remaining Defendants and each Defendant was responsible for the acts alleged herein, were “employers” as set forth by California law, and all Defendants herein were also negligent and reckless in the selection, hiring, and supervision of each and every other Defendant as an agent, representative, principal, servant, employee, partner, alter ego, joint venture, successor-in-interest, assistant, and/or consultant.

III. JURISDICTION

38 This Court has jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). This case is being brought as a class and collective action to recover wages, including minimum wages and overtime, statutory damages, liquidated damages, and exemplary damages for current and former employees of RGIS. The amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs. The

1 class will exceed 100 members. Members of the class of Plaintiffs are citizens of States different
2 from that of Defendant.

3 39 This Court had federal question jurisdiction in this action pursuant to 28 U.S.C. §
4 1331 and §16(b) of the FLSA, 29 U.S.C. § 216(b).

5 IV. VENUE AND INTRADISTRICT ASSIGNMENT

6 40 Venue is proper in this court pursuant to 28 U.S.C. § 1391(a) because this court has
7 personal jurisdiction over RGIS which: (1) conducts business in the State of California, including
8 the City of San Francisco, (2) hires and maintains employees in the State of California, and (3)
9 avails itself of the protection of the laws of the State of California.

10 41 This lawsuit is based on facts that warrant assignment to a division in this district,
11 i.e. RGIS maintains business locations in Alameda County, Contra Costa County and Santa Clara
12 County, as well as elsewhere in the States. Additionally, members of the class reside in the
13 Northern District of California.

14 V. FACTUAL ALLEGATIONS

15 42 RGIS claims to be the largest provider of retail services to the retail industry. RGIS
16 employs over 40,000 people and has over 400 offices worldwide. The vast majority of RGIS'
17 employees are employed as "auditors," whom RGIS employs to measure and record the
18 inventories of retail establishments. "Product specialists," and/or "merchandising specialists" are
19 hourly employees generally employed to set up the inventories of retail establishments. RGIS also
20 generally employs "team leaders," "assistant team leaders," and/or "assistant area managers" or
21 "associate area managers" and "area managers" who help to run inventories, who act as
22 supervisors of "auditors," "product specialists" and "merchandising specialists" and who also
23 perform inventories. Although RGIS classifies salaried Associate and/or Assistant Area Managers
24 (salaried AAMs) and Area Managers as salaried employees exempt from overtime wages and rest
25 and meal periods, salaried AAMs and Area Managers spend far more than 50 percent of their time
26 engaged in non-exempt activities performed by hourly employees.

27 43 Inventories are performed at the clients' individual stores, which are located at job
28 sites that can vary greatly in geographic location. Generally, inventory sites are classified as either

1 “local” or “travel/meet.” For “local” inventories, RGIS does not provide transportation to the
2 inventory site. For “travel/meet” inventories, RGIS provides a “meet site” which is a designated
3 location where employees assemble at a specific time to be transported to the inventory site by
4 vehicles owned and operated by RGIS or in carpools arranged by RGIS where designated auditors
5 drive others to inventory sites.

6 44 When Plaintiffs and putative class members take company transportation, they often
7 must wait at the meet site while the vehicles are loaded and prepared for departure. The time that
8 Plaintiffs and putative class members spend waiting for company transportation before inventories
9 is spent primarily for the benefit of RGIS. However, Plaintiffs and putative class members are not
10 appropriately compensated for the time spent waiting.

11 45 Plaintiffs and putative class members are generally required to travel extensively in
12 order to reach inventory sites. During the considerable time Plaintiffs and putative class members
13 spend traveling to and from the job site in company transportation, they are under the control of
14 RGIS and this time is spent primarily for the benefit of RGIS. However, Plaintiffs and putative
15 class members are not appropriately compensated for the time spent traveling.

16 46 Over the years, RGIS has implemented various compensation policies for the time
17 spent traveling in company transportation. Prior to 2004, RGIS paid “travel time” at either a sub-
18 minimum wage rate of \$4.00/hour or at a per mile rate for miles traveled after the first 20 miles. In
19 2004, RGIS changed its “travel time” policy so that Plaintiffs and putative class members are not
20 paid for the first hour of travel to or from an inventory site and then are paid the applicable
21 minimum wage rate per hour spent traveling after the first hour of travel to or from an inventory
22 site.

23 47 RGIS requires Plaintiffs and putative class members to spend time donning and
24 doffing required equipment before and after the inventories. The donning and doffing of
25 equipment is primarily for the benefit of RGIS. However, Plaintiffs and putative class members
26 are not appropriately compensated for the time spent on the job at the service of RGIS.

27 48 RGIS requires Plaintiffs and putative class members to spend time meeting with
28 managers and other employees before the start of work on a job site. The meeting time is

1 primarily for the benefit of RGIS. However, Plaintiffs and putative class members are not
2 appropriately compensated for the time spent in the meeting.

3 49 RGIS often requires Plaintiffs and putative class members to wait once they arrive at
4 inventory sites. During this wait time, Plaintiffs and putative class members are under the control
5 of RGIS. However, Plaintiffs and putative class members are not appropriately compensated for
6 the time spent waiting at the job site.

7 50 RGIS has a policy and practice of not compensating Plaintiffs and putative class
8 members for the time spent waiting for employer-provided transportation to or from a job site,
9 time spent traveling in company transportation, time spent waiting for an inventory to begin at a
10 job site, time spent meeting with managers and other employees before the start of work on a job
11 site, and time spent donning and doffing the equipment that RGIS requires Plaintiffs and putative
12 class members to wear and that is essential to the performance of their duties.

13 51 RGIS has engaged in a practice of requiring or permitting its employees, including
14 Plaintiffs and putative class members, to perform work in the form of spending time or conducting
15 activities for the benefit of RGIS, without recording, crediting, or compensating them for this time.

16 52 RGIS has engaged in a practice of not providing rest breaks and meal periods as
17 required by the States' laws.

18 53 RGIS' unlawful conduct has been widespread, repeated, and consistent at each of its
19 locations. The operations of RGIS offices or locations and compensation of its employees at each
20 of its offices or locations are substantially similar, if not identical.

21 VI. CLASS AND COLLECTIVE ACTION ALLEGATIONS

22 California, Illinois, Oregon, and Washington State Law Claims

23 54 Plaintiffs bring this action as a class action to recover statutory damages and monies
24 due and owing for all current and former employees of RGIS for its failure to pay wages, including
25 minimum wages and overtime, failure to provide rest and meal periods, and failure to provide
26 accurate itemized wage statements, pursuant to the States' laws.

27 55 Plaintiffs prosecute the California, Illinois, Oregon, and Washington State Law
28 Claims pursuant to Rule 23(a), (b)(1), and (b)(3) of the Federal Rules of Civil Procedure on behalf

1 of a class consisting of current and former employees of RGIS. Common questions of fact and law
2 exist as to all class members and predominate over any questions that affect only individual class
3 members. The conduct at issue in this case affected Plaintiffs and all putative class members.
4 Based on information and belief, the members of the class exceed 100 persons, and that number
5 will increase depending upon employee turnover.

6 56 RGIS is required to provide rest periods to Plaintiffs and others similarly situated.
7 RGIS is required to provide uninterrupted duty-free rest breaks pursuant to the States' laws.

8 57 RGIS is required to provide meal periods to Plaintiffs and others similarly situated.
9 RGIS is required to provide an uninterrupted duty free 30-minute meal period pursuant to the
10 States' laws, and RGIS is required to provide a second uninterrupted duty free 30-minute meal
11 period pursuant to California law.

12 58 RGIS failed to provide rest and meal periods as required by the States' laws.

13 59 Because RGIS required Plaintiffs and others similarly situated to work instead of
14 providing rest and meal periods, Plaintiffs and others similarly situated are owed wages and
15 damages pursuant to the States' laws.

16 60 RGIS failed to pay wages, including minimum wage and overtime, for all
17 compensable time worked by Plaintiffs in the interest of RGIS.

18 61 RGIS suffered, permitted, and allowed Plaintiffs and others similarly situated to
19 work hours for which RGIS did not compensate them at the minimum rate of pay for each hour
20 worked. In so doing, RGIS violated the States' laws and owes Plaintiffs and others similarly
21 situated minimum wages and liquidated damages for the uncompensated work.

22 62 RGIS suffered, permitted, and allowed Plaintiffs and others similarly situated to
23 work hours for which RGIS did not compensate them at the premium rate of pay for each hour
24 worked over 40 per workweek. In so doing, RGIS violated the States' laws and owes Plaintiffs
25 and others similarly situated overtime wages for the inadequately compensated work.

26 63 RGIS is required to properly classify its employees as hourly employees entitled to
27 overtime wages pursuant to the States' laws. RGIS failed to properly classify all Plaintiffs and
28 others similarly situated as non-exempt hourly employees. In so doing, RGIS violated the States'

1 laws and owes Plaintiffs and others similarly situated overtime wages for the inadequately
2 compensated work.

3 64 RGIS is required to properly classify its employees as hourly employees entitled to
4 rest and meal periods pursuant to the States' laws. RGIS failed to properly classify all Plaintiffs
5 and others similarly situated as non-exempt hourly employees. Because RGIS required Plaintiffs
6 and others similarly situated to work instead of providing rest breaks and meal periods, Plaintiffs
7 and others similarly situated are owed wages and damages pursuant to the States' laws.

8 65 RGIS is required to provide accurate itemized wage statements per pay period to
9 Plaintiffs and others similarly situated pursuant to the States' laws. RGIS failed to provide
10 accurate itemized wage statements to Plaintiffs and others similarly situated. Because RGIS failed
11 to provide itemized statement of wages, RGIS owes actual damages to Plaintiffs and others
12 similarly situated.

13 66 RGIS' actions in failing to pay wages, including minimum wage and overtime,
14 failing to provide meal and rest periods, failing to pay all monies due and earned upon termination
15 of employment, and failing to provide accurate itemized wage statements, pursuant to the States'
16 laws, was and is willful. RGIS' conduct was malicious, fraudulent, and oppressive.

17 67 RGIS entered into contracts with Plaintiffs and others similarly situated whereby
18 Plaintiffs agreed to work for RGIS and RGIS agreed to pay wages and comply with the States'
19 laws. RGIS breached these contracts because RGIS failed to pay wages, including minimum
20 wage and overtime, failed to timely pay wages at the termination of employment, failed to provide
21 accurate itemized wage statements, and allowed, suffered, and permitted Plaintiffs and others
22 similarly situated to work instead of providing rest and meal periods. In so doing, RGIS caused
23 harm to Plaintiffs and others similarly situated. Plaintiffs and others similarly situated are entitled
24 to recover unpaid wages, including statutory wages and liquidated damages as appropriate, and
25 other damages to be proved at trial.

26 68 Because RGIS allowed, suffered, and permitted Plaintiffs and others similarly
27 situated to work instead of being paid their wages, including minimum wage and overtime, failed
28 to timely pay wages at termination, and failed to provide rest and meal periods without paying

1 compensation for those hours worked, RGIS was unjustly enriched. RGIS requested by words
2 and/or conduct that Plaintiffs and others similarly situated provide services for RGIS. Plaintiffs
3 and others similarly situated benefited RGIS by providing services to RGIS. Plaintiffs and others
4 similarly situated performed services as RGIS requested. RGIS has not paid for the services that
5 Plaintiffs and others similarly situated performed instead of receiving rest and meal periods.
6 Plaintiffs seek the reasonable value of the services that were provided to RGIS.

7 69 RGIS' actions, detailed herein, were part of a statewide and/or nationwide company
8 plan, practice, course of conduct, and scheme, which affected all employees who worked for
9 RGIS.

10 70 As a direct and proximate result of RGIS' unlawful companywide plan, practice,
11 course of conduct, and scheme, Plaintiffs were (1) allowed, suffered, and permitted to work
12 through mandatory rest and meal periods required by the States' laws, (2) not compensated for the
13 unprovided rest and meal periods, (3) not paid all wages, (4) not paid all wages on time, and (5)
14 victimized by RGIS' policies and practices set forth herein. Plaintiffs and other similarly situated
15 employees are entitled to recover monies for the unprovided rest and meal periods including, but
16 not limited to, wages, statutory wages, minimum wages, and "overtime" and/or "premium" wages
17 pursuant to the States' laws (but excluding statutory claims in Oregon). Plaintiffs are entitled to
18 request injunctive relief. Also, Plaintiffs and other similarly situated employees are entitled to
19 recover appropriate reasonable attorneys' fees, costs, and interest.

20 71 **NUMEROSITY** — Based on information and belief, the members of the States'
21 wage and hour class and the FLSA class each exceed 100 persons. This number may increase,
22 depending upon the turnover rate for employees over the applicable statutory period prior to the
23 commencement of this action.

24 72 **QUESTIONS OF LAW AND FACT** — Common questions of fact and law exist
25 as to all class and subclass members and predominate over any questions that effect only
26 individual class members. The conduct at issue in this case affected all current and former RGIS
27 employees. Common questions include:
28

- A. Whether Plaintiffs and putative class members are subject to the States' wage and hour statutes.
- B. Whether RGIS failed to provide Plaintiffs and putative class members rest periods as required by the States' wage and hour statutes.
- C. Whether RGIS failed to provide Plaintiffs and putative class members meal periods as required by the States' wage and hour statutes.
- D. Whether Plaintiffs and putative class members worked hours and were not paid minimum wages.
- E. Whether Plaintiffs and putative class members worked over eight/twelve hours per day and/or worked hours over 40 hours per week entitling Plaintiffs and similarly situated class members to overtime/doubletime pay.
- F. Whether RGIS failed to pay Plaintiffs and putative class members all wages due after termination of their employment when those wages were due.
- G. Whether RGIS failed to properly classify Plaintiffs and putative class members as non-exempt hourly employees entitled to overtime wages, minimum wage, and rest and meal periods.
- H. Whether RGIS failed to provide Plaintiffs and putative class members accurate itemized wage statements.
- I. Whether RGIS entered into a contract with Plaintiffs and putative class members.
- J. Which remedies are available for violations of Cal. Lab. Code § 2698 *et seq.*
- L. Which remedies are available for the violations of the States' wage and hour laws.
- M. Which remedies are available for breach of contract.
- O. What are the statutes of limitations for each claim for relief.
- P. Whether RGIS has violated and continues to violate the FLSA

73 **TYPICALITY** — The claims of the named Plaintiffs are typical of the claims of
the members of the wage and hour class in that:

- A. Plaintiffs are members of the class.
- B. Plaintiffs' claims stem from the same practice or course of conduct that forms the basis of the class.
- C. Plaintiffs' claims are based upon the same legal and remedial theories as those of the class and involve similar factual circumstances.
- D. There is no antagonism between the interests of the named Plaintiffs and absent class members.
- E. The injuries that Plaintiffs suffered are similar to the injuries that class members have suffered.

74 **REPRESENTATION BY PLAINTIFFS** — The named Plaintiffs will fairly and adequately represent the class in that:

- A. There is no conflict between Plaintiffs' claims and those of other class and subclass members.
- B. Plaintiffs have retained counsel who are skilled and experienced in wage and hour cases and in class actions and who will vigorously prosecute this litigation.
- C. Plaintiffs' claims are typical of the claims of class members.

75 **CERTIFICATION:**

- A. Certification is appropriate under FRCP 23(b)(1) because prosecution of separate actions by individual class members would create a risk of varying or inconsistent adjudications and adjudications with respect to individual members of the class would, as a practical matter, be dispositive of the interests of non-party class members.
- B. Certification is appropriate under FRCP 23(b)(2) because RGIS has acted or refused to act on grounds generally applicable to the class, thereby making final injunctive relief and declaratory relief appropriate to prevent RGIS from continuing to violate California, Oregon, and Washington wage and hour laws.

1 C. Certification is appropriate under FRCP 23(b)(3) because:

- 2 1. Common questions of law or fact predominate over questions affecting
3 only individual members,
4 2. The forum is convenient to the parties, class members, and potential
5 witnesses; the class is specifically identifiable to facilitate provision of
6 adequate notice; and there will be no significant problems managing this
7 case as a class action, and
8 2. A class action is superior to other available methods for the fair and
9 efficient adjudication of this controversy because individual class
10 members have minimal interest in controlling the prosecution of separate
11 actions.

12 **FLSA Claims**

13 76 Plaintiffs bring the Twenty-Fifth and Twenty-Sixth Causes of Action for violations
14 of the Fair Labor Standards Act (FLSA), 29 U.S.C. §201, *et seq.* as a collective action pursuant to
15 §16(b) of the FLSA, 29 U.S.C. §216(b). Plaintiffs bring these claims on behalf of all non-exempt
16 hourly Auditor Employees, including auditors, product specialists, team leaders, assistant team
17 leaders, and assistant area managers or associate area managers of RGIS who were, are or will be
18 employed during the period of three years prior to the commencement of this action through the
19 date of judgment of this action, who have not been fully compensated for all work performed, time
20 spent, and activities conducted for the benefit of RGIS.

21 77 Plaintiffs' claims for violations of the FLSA may be brought and maintained as an
22 "opt-in" collective action pursuant to §16(b) of the FLSA, for all claims asserted by Plaintiff for
23 the class, because the claims of Plaintiff are similar to the claims of the members of the class.

24 78 Members of the Class are similarly situated, as they have substantially similar job
25 requirements and provisions and are subject to a common practice, policy or plan that requires or
26 permits them to perform work, in the form of spending time or conducting activities for the benefit
27 of RGIS, which is not compensated.
28

1 79 Plaintiffs and members of the Class work or have worked for RGIS as non-exempt
 2 Auditor Employees. Plaintiffs and members of the Class perform or have performed work, in the
 3 form of spending time or conducting activities for the benefit of RGIS that is uncompensated by
 4 RGIS or not compensated at the appropriate rate of pay. Plaintiffs and members of the Class have
 5 suffered damages, including lost wages, payment of wages below the federally mandated minimum
 6 wage, and lost overtime compensation, as a result of RGIS' willful and wrongful conduct.

7 80 Members of the Class are further similarly situated by virtue of the common
 8 questions of law and fact that exist as to Plaintiffs and the Class, including, but not limited to, the
 9 following:

- 10 a. whether RGIS has violated and continues to violate the FLSA;
- 11 b. whether RGIS has engaged in a continuing policy, pattern or practice of
 12 requiring hourly, non-exempt Auditor Employees to travel in employer-
 13 controlled vehicles to job sites without compensation;
- 14 c. whether RGIS has engaged in a continuing policy, pattern or practice of
 15 requiring hourly, non-exempt Auditor Employees to report to a spot
 16 designated by RGIS to wait in order to ride the employer-owned vehicles
 17 to the job site before inventory has taken place, without compensation;
- 18 d. whether RGIS has engaged in a continuing policy, pattern or practice of
 19 requiring hourly, non-exempt Auditor Employees to report to a spot
 20 designated by RGIS to wait in order to ride the employer-owned vehicles
 21 from the job site after inventory has taken place, without compensation;
- 22 e. whether RGIS has engaged in a continuing policy, pattern or practice of
 23 requiring hourly, non-exempt Auditor Employees to wait at a designated
 24 time at inventory job sites, before an inventory begins, without
 25 compensation;
- 26 f. whether RGIS has engaged in a continuing policy, pattern or practice of
 27 requiring hourly, non-exempt Auditor Employees to wait while RGIS
 28 managers and other employees perform concluding tasks after an
 inventory has taken place, without compensation;
- g. whether RGIS has engaged in a continuing policy, pattern or practice of
 requiring hourly, non-exempt Auditor Employees to travel in employer-
 controlled vehicles from job sites without compensation;
- h. whether RGIS has engaged in a continuing policy, pattern or practice of
 requiring hourly, non-exempt Auditor Employees to don equipment that

is essential to the performance of their occupational duties without compensation;

- i. whether RGIS has engaged in a continuing policy, pattern or practice of requiring hourly, non-exempt Auditor Employees to doff equipment that is essential to the performance of their occupational duties without compensation; and
- j. whether RGIS has engaged in a continuing policy, pattern or practice of requiring hourly, non-exempt Auditor Employees to meet with managers and other employees before the start of work on a job site, which is essential to the performance of their occupational duties, without compensation.

81 Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class. Plaintiffs have retained counsel competent and experienced in complex employment class action and collective action litigation.

82 **DEFINITION OF SUBCLASSES** — Plaintiffs seek class certification to include, but not limited to the following potential subclasses, pursuant to Rule 23(a), (b)(1), and (b)(3) of the Federal Rules of Civil Procedure, and 29 U.S.C. 216(b).

A . CALIFORNIA

- 1) **UNPAID REST BREAK Statutory CLASS** — Within the applicable time period prior to the commencement of this action up through and including the present date through adjudication, a class consists of the Plaintiffs and all others similarly situated who worked for RGIS, and who did not receive required rest periods as required by California's laws.
- 2) **UNPAID MEAL PERIOD Statutory CLASS** — Within the applicable time period prior to the commencement of this action up through and including the present date through adjudication, a class consists of the Plaintiffs and all others similarly situated who worked for RGIS, and who did not receive required meal periods as required by California's laws.
- 3) **UNPAID WAGES CLASS** — Within the applicable time period prior to the commencement of this action up through and including the present date through adjudication, a class consists of the Plaintiffs and all others similarly

1 situated whose employment with RGIS ended, who did not receive all wages
2 when due as required by California's laws.

3 4) **LATE PAYMENT CLASS** — Within the applicable time period prior to the
4 commencement of this action up through and including the present date
5 through adjudication, a class consists of the Plaintiffs and all others similarly
6 situated whose employment with RGIS ended, who did not receive all wages
7 when due as required by California's law.

8 5) **MINIMUM WAGE CLASS** — Within the applicable time period prior to
9 the commencement of this action up through and including the present date
10 through adjudication, a class consists of the Plaintiffs and all others
11 similarly situated who worked for RGIS, and who were not paid wages at the
12 minimum wage for each hour worked.

13 6) **OVERTIME CLASS** — Within the applicable time period prior to the
14 commencement of this action up through and including the present date
15 through adjudication, a class consists of the Plaintiffs and all others similarly
16 situated who worked for RGIS, and who were not paid at the applicable
17 premium rate for each hour worked in excess of the statutory maximum
18 hours per day, and in excess of the statutory maximum hours per week.

19 7) **ITEMIZED WAGE STATEMENT CLASS** - Within the applicable time
20 period prior to the commencement of this action up through and including the
21 present date through adjudication, a class consists of the Plaintiffs and all
22 others similarly situated who worked for RGIS, and whose wage statements,
23 which were provided by RGIS, were inaccurate.

24 10) **BUSINESS AND PROFESSIONS CLASS** — Within the applicable time
25 period prior to the commencement of this action up through and including the
26 present date through adjudication, a class consists of the Plaintiffs and all
27 others similarly situated who were not paid wages including minimum wage
28 and overtime, who were paid late wages, who were required to work through

mandatory rest and meal periods, and who are owed monies for not receiving wages, for receiving late wages, and for working through or part of mandatory rest and meal periods.

- 11) **PRIVATE ATTORNEY GENERAL ACT CLASS** - Within the applicable time period prior to the filing of this action up through and including the present date through adjudication, a class consists of the Plaintiffs and all others similarly situated who were not paid wages, including minimum wage and overtime, who were paid late wages, who were required to work through mandatory rest and meal periods, whose wage statements, which were provided by RGIS, were inaccurate, and who are owed monies for not receiving wages, for receiving late wages, and for working through or part of mandatory rest and meal periods.

B. ILLINOIS SUBCLASS

- 1) **UNPAID WAGES CLASS** — Within the applicable time period prior to the commencement of this action up through and including the present date through adjudication, a class consists of the Plaintiffs and all others similarly situated whose employment with RGIS ended, who did not receive all wages when due as required by Illinois' law.
- 2) **LATE PAYMENT CLASS** — Within the applicable time period prior to the commencement of this action up through and including the present date through adjudication, a class consists of the Plaintiffs and all others similarly situated whose employment with RGIS ended, who did not receive all wages when due as required by Illinois law.
- 3) **MINIMUM WAGE CLASS** — Within the applicable time period prior to the commencement of this action up through and including the present date through adjudication, a class consists of the Plaintiffs and all others similarly situated who worked for RGIS, and who were not paid wages at the minimum wage for each hour worked.

- 1 4) **OVERTIME CLASS** — Within the applicable time period prior to the
 2 commencement of this action up through and including the present date
 3 through adjudication, a class consists of the Plaintiffs and all others similarly
 4 situated who worked for RGIS, and who were not paid at the applicable
 5 premium rate for each hour worked in excess of the statutory maximum
 6 hours per week.

7 **C. OREGON**

- 8 1) **UNPAID WAGES CLASS** — Within the applicable time period prior to the
 9 commencement of this action up through and including the present date
 10 through adjudication, a class consists of the Plaintiffs and all others similarly
 11 situated whose employment with RGIS ended, who did not receive all wages
 12 when due as required by Oregon's laws.
- 13 2) **LATE PAYMENT CLASS** — Within the applicable time period prior to the
 14 commencement of this action up through and including the present date
 15 through adjudication, a class consists of the Plaintiffs and all others similarly
 16 situated whose employment with RGIS ended, who did not receive all wages
 17 when due as required by Oregon's laws.
- 18 3) **MINIMUM WAGE CLASS** — Within the applicable time period prior to
 19 the commencement of this action up through and including the present date
 20 through adjudication, a class consists of the Plaintiffs and all others similarly
 21 situated who worked for RGIS, and who were not paid wages at the
 22 minimum wage for each hour worked.
- 23 4) **OVERTIME CLASS** — Within the applicable time period prior to the
 24 commencement of this action up through and including the present date
 25 through adjudication, a class consists of the Plaintiffs and all others similarly
 26 situated who worked for RGIS, and who were not paid at the applicable
 27 premium rate for each hour worked in excess of the statutory maximum
 28 hours per day, and in excess of the statutory maximum hours per week.

1 5) **BREACH OF CONTRACT CLASS** - Within the applicable time period
 2 prior to the filing of this action up through and including the present date
 3 through adjudication, a class consists of Plaintiffs and all others similarly
 4 situated who worked for RGIS, and who were promised, as a condition of
 5 employment, that RGIS would provide Plaintiffs and all others similarly
 6 situated rest and meal periods and whose rest and meal periods were not
 7 provided by RGIS.

8 6) **BREACH OF DUTY OF GOOD FAITH & FAIR DEALING** - Within the
 9 applicable time period prior to the filing of this action up through and
 10 including the present date through adjudication, a class consists of Plaintiffs
 11 and all others similarly situated who worked for RGIS, and who were
 12 promised, as a condition of employment, that RGIS would adhere to the duty
 13 of good faith and fair dealing inherent in the employment contract and who
 14 suffered damages as a result of RGIS breaching the duty of good faith and
 15 fair dealing by failing to provide Plaintiffs and putative class members their
 16 rest and meal periods, by failing to pay all wages, minimum wages and
 17 overtime wages, and further by failing to timely pay those wages on payday
 18 and on termination.

19 7) **INJUNCTIVE RELIEF CLASS** - A class consists of all former and current
 20 Oregon employees of Defendant who were, and continue to be, harmed as a
 21 result of Defendant's common practice of violating Oregon wage and hour
 22 laws, and for whom injunctive relief will serve to protect by preventing
 23 Defendant from continuing to violate Oregon wage and hour laws.

24 **D. WASHINGTON**

25 1) **UNPAID REST BREAK Statutory CLASS** - Within the applicable time
 26 period prior to the commencement of this action up through and including the
 27 present date through adjudication, a class consists of the Plaintiffs and all
 28

1 others similarly situated who worked for RGIS, and who did not receive
2 required rest periods as required by Washington's laws.

3 2) **UNPAID MEAL PERIOD Statutory CLASS** — Within the applicable
4 time period prior to the commencement of this action up through and
5 including the present date through adjudication, a class consists of the
6 Plaintiffs and all others similarly situated who worked for RGIS, and who did
7 not receive required meal periods as required by Washington's laws.

8 3) **LATE PAYMENT CLASS** — Within the applicable time period prior to the
9 commencement of this action up through and including the present date
10 through adjudication, a class consists of the Plaintiffs and all others similarly
11 situated whose employment with RGIS ended, who did not receive all wages
12 when due as required by Washington's laws.

13 4) **OVERTIME CLASS** — Within the applicable time period prior to the
14 commencement of this action up through and including the present date
15 through adjudication, a class consists of the Plaintiffs and all others similarly
16 situated who worked for RGIS, and who were not paid at the applicable
17 premium rate for each hour worked in excess of the statutory maximum
18 hours per day, and in excess of the statutory maximum hours per week.

19 5) **INJUNCTIVE RELIEF CLASS** - A class consists of all former and current
20 Washington employees of Defendant who were, and continue to be, harmed
21 as a result of Defendant's common practice of violating Washington wage
22 and hour laws, and for whom injunctive relief will serve to protect by
23 preventing Defendant from continuing to violate Washington wage and hour
24 laws.

25 **E. FEDERAL CLAIMS:**

26 1) **FAIR LABOR STANDARDS ACT NATIONWIDE CLASS** - Within the
27 applicable time period prior to the filing of this action up through and
28 including the present date through adjudication, a class consists of the

1 Plaintiffs and all others similarly situated who worked for RGIS, who were
 2 not paid wages at the minimum wage for each hour worked, and who were
 3 not paid at the applicable premium rate for each hour worked in excess of the
 4 statutory maximum hours per week.

5 **VII. CLAIMS FOR RELIEF**

6 **FIRST CLAIM FOR RELIEF - CALIFORNIA** 7 **(Failure to Provide Rest Periods: Cal. Lab. Code §§ 226.7 and 516)**

8 83 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though
 9 fully set forth herein.

10 84 At all times material herein, Plaintiffs and putative class members were employed by
 11 RGIS.

12 85 The California Labor Code and the IWC provide for minimum employment
 13 conditions to be followed by all employers within the State of California. California law including,
 14 but not limited to, Cal. Lab. Code §§ 226.7 and 516, and IWC wage orders including, but not
 15 limited to, IWC Wage Order 7-2001, require that employees receive a paid rest break of not less
 16 than 10 minutes for each period of four hours worked.

17 86 Within the applicable time period prior to the commencement of this action up
 18 through and including the present date through adjudication, RGIS failed to provide Plaintiffs and
 19 putative class members uninterrupted rest periods of not less than 10 minutes when and as required,
 20 all in violation of California law, and failed to pay Plaintiffs and putative class members for those
 21 rest periods not provided, including civil statutory wages pursuant to Cal. Lab. Code §§ 226.7.

22 87 Plaintiffs and putative class members seek unpaid wages and statutory wages, for the
 23 time period allowed by law, plus costs, interest, disbursements and attorneys' fees pursuant to
 24 California law including, but not limited to, Cal. Lab. Code §§ 226.7, and 1194.

25 **SECOND CLAIM FOR RELIEF - CALIFORNIA** 26 **(Failure to Provide Meal Periods: Cal. Lab. Code §§ 226.7, 512, and 516)**

27 88 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though
 28 fully set forth herein.

1 89 At all times material herein, Plaintiffs and putative class members were employed by
2 RGIS.

3 90 The California Labor Code and the IWC provide for minimum employment
4 conditions to be followed by all employers within the State of California. California law
5 including, but not limited to, Cal. Lab. Code §§ 226, 512, 516, and IWC wage orders, require in
6 part that employees receive an uninterrupted meal period of not less than 30 minutes for each shift
7 over five hours.

8 91 Within the applicable time period prior to the commencement of this action up
9 through and including the present date through adjudication, RGIS failed to provide Plaintiffs and
10 putative class members with uninterrupted meal periods of not less than 30 minutes as required, and
11 in violation of California law including, but not limited to, Cal. Lab. Code §§ 226.7, 512, and 516,
12 and IWC wage orders, and failed to pay Plaintiffs and putative class members for those meal
13 periods not provided.

14 92 As a result of RGIS' failure to provide meal periods as required, Plaintiffs and
15 putative class members are entitled to recover wages for those meal periods that were not provided,
16 plus statutory wages as required by California law including, but not limited to, Cal. Lab. Code §§
17 226.7.

18 93 Plaintiffs and putative class members seek unpaid wages and statutory wages for the
19 three years prior to the commencement of this action, plus costs, interest, disbursements and
20 attorneys' fees pursuant to California law including, but not limited to, Cal. Lab. Code §§ 218.5,
21 218.6, and 226.7.

22 **THIRD CLAIM FOR RELIEF - CALIFORNIA**
23 **(Failure to Pay Wages: Cal. Lab. Code § 218)**

24 94 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though
25 fully set forth herein.

26 95 At all times material herein, Plaintiffs and putative class members were employed by
27 RGIS.
28

1 96 Within the applicable time period prior to the commencement of this action up
2 through and including the present date through adjudication, RGIS failed to pay wages as required
3 by California law.

4 97 During the course of Plaintiffs' employment, RGIS allowed, suffered and permitted
5 Plaintiffs and putative class members to perform work for the benefit of RGIS without being paid
6 wages.

7 98 As a result, Plaintiffs and putative class members are entitled to wages pursuant to
8 California law including, but not limited to, Cal. Lab. Code § 218.

9 99 RGIS' behavior in failing to pay Plaintiffs and putative class members for each hour
10 worked was willful, and there remain due and unpaid wages in amounts to be determined.

11 100 Plaintiffs, on their own behalf and on behalf of other similarly situated, seek as
12 damages in an amount to be determined, fees and costs pursuant to California law including, but
13 not limited to, Cal. Lab. Code §§ 201-204, 218, plus costs, disbursements, and attorneys' fees,
14 pursuant to California law including, but not limited to, Cal. Lab. Code §§ 218.5 and 218.6.

15
16 **FOURTH CLAIM FOR RELIEF - CALIFORNIA**
 (Late Payment of Wages: Cal. Lab. Code §§ 201, 202, and 203)

17 101 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as
18 though fully set forth herein.

19 102 At all times material herein, Plaintiffs and putative class members were employed
20 RGIS.

21 103 Within the applicable time period prior to the commencement of this action up
22 through and including the present date through adjudication, RGIS willfully failed to pay all wages
23 to Plaintiffs, and other former employees, upon termination of their employment, when those
24 wages when due, which entitles Plaintiffs, and other former employees to 30 days of statutory
25 wages for each pay period when wages were not paid as required by California law including, but
26 not limited to, Cal. Lab. Code §§ 201, 202, and 203.

1 104 Plaintiffs, on their own behalf and on behalf of other similarly situated, seek as
2 damages statutory wages for the applicable time period prior to the commencement of this action,
3 costs, interest, disbursements and attorneys' fees pursuant to California law including, but not
4 limited to, Cal. Lab. Code §§ 201-204, 218.5, 218.6, and 226.7.

5 **FIFTH CLAIM FOR RELIEF - CALIFORNIA**
6 **(Failure to Pay Minimum Wage: Cal. Lab. Code §§ 512, 1194, 1194.2, and 1197)**

7 105 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though
8 fully set forth herein.

9 106 At all times material herein, Plaintiffs and putative class members were employed by
10 RGIS.

11 107 Within the applicable time period prior to the commencement of this action up
12 through and including the present date through adjudication, RGIS failed to pay minimum wages
13 to Plaintiffs and putative class members as required by California law.

14 108 During the course of Plaintiffs' employment, RGIS allowed, suffered, and permitted
15 Plaintiffs and putative class members to perform work for the benefit of RGIS without paying
16 minimum wages to Plaintiffs.

17 109 RGIS failed to compensate Plaintiffs and putative class members for the hours of
18 work provided by Plaintiffs and putative class members.

19 110 As a result, Plaintiffs and putative class members are entitled to minimum wages
20 pursuant to California law including, but not limited to, Cal. Lab. Code §§ 500, 510, and 1194.

21 111 RGIS' behavior in failing to pay Plaintiffs and putative class members for each hour
22 worked was willful, and there remain due and unpaid minimum wages in amounts to be
23 determined.

24 112 Plaintiffs, on their own behalf and on behalf of others similarly situated, seek as
25 damages minimum wages in an amount to be determined, liquidated damages, fees, and statutory
26 wages, pursuant to California law including, but not limited to, Cal. Lab. Code §§ 201-204, 500,
27 and 510, plus costs, disbursements, and attorneys' fees, pursuant to California law including, but
28 not limited to, Cal. Lab. Code §1194.

SIXTH CLAIM FOR RELIEF - CALIFORNIA
(Failure To Pay Overtime: Cal. Lab. Code §§ 510, 512, and 1194)

113 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though fully set forth herein.

114 At all times material herein, Plaintiffs and putative class members were employed by RGIS.

115 Within the applicable time period prior to the commencement of this action up through and including the present date through adjudication, RGIS failed to pay overtime and doubletime wages to Plaintiffs and others similarly situated as required by California law.

116 During the course of Plaintiffs' employment, RGIS allowed, suffered and permitted Plaintiffs and putative class members to perform work for the benefit of RGIS. See IWC Wage Order ("Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.")

117 RGIS failed to compensate Plaintiffs and putative class members for all "hours worked."

118 In requiring Plaintiffs and putative class members to work for the benefit of RGIS, RGIS allowed, suffered and permitted Plaintiffs and putative class members to work hours in excess of the statutory maximum hours of eight hours per day and/or 40 hours per week. As a result, Plaintiffs and putative class members are entitled to unpaid overtime and doubletime wages pursuant to California law including, but not limited to, Cal. Lab. Code §§ 500, 510, and 1194.

119 RGIS' behavior in failing to pay Plaintiffs and putative class members for each hour worked in excess of the statutory maximum hours per day and in excess of 40 hours per week and/or eight hours per day was willful, and there remain due and unpaid overtime and doubletime wages in amounts to be determined.

120 Plaintiffs, on their own behalf and on behalf others similarly situated, seek as damages overtime and doubletime wages in an amount to be determined, fees, statutory wages, and civil penalties pursuant to California law including, but not limited to, Cal. Lab. Code §§ 201-204,

1 500, and 510, plus costs, disbursements, and attorneys' fees, pursuant to California law including,
2 but not limited to, Cal. Lab. Code § 1194.

3 **SEVENTH CLAIM FOR RELIEF - CALIFORNIA**
4 **(Failure to Provide Itemized Wage Statements; Cal. Lab. Code § 226)**

5 121 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though
6 fully set forth herein.

7 122 At all times material herein, Plaintiffs and putative class members were employed by
8 RGIS.

9 123 RGIS are required to comply with California wage and hour law. RGIS is required
10 to provide accurate itemized wage statements for each pay period to Plaintiffs and putative class
11 members pursuant to California law including, but not limited to, Cal. Lab. Code § 226.

12 124 Within the applicable time period prior to the filing of this complaint up through and
13 including the present date through adjudication, RGIS failed to provide timely, accurate itemized
14 wage statements to Plaintiffs and putative class members. The wage statements do not accurately
15 reflect the actual rate of pay, actual gross wages earned, actual net wages earned, or appropriate
16 deductions.

17 125 Plaintiffs, on their own behalf and on behalf others similarly situated, seek payment
18 of actual damages pursuant to Cal. Lab. Code §226(e) for each employee who did not receive
19 accurate itemized wage statements during their employments with RGIS. Plaintiffs also seek the
20 payment of costs, interest, and attorney's fees pursuant to Cal. Lab. Code §§ 218.5 and 218.6.

21 **EIGHTH CLAIM FOR RELIEF - CALIFORNIA**
22 **(Unfair Competition: Cal. Bus. & Prof. Code §17200 et seq.)**

23 126 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though
24 fully set forth herein.

25 127 At all times material herein, Plaintiffs and putative class members were employed by
26 RGIS.

27 128 Within four years prior to the commencement of this action up through and including
28 the present date through adjudication, RGIS failed to comply with the Wage and Hour provisions
of the State of California, as set forth herein.

1 129 Plaintiffs, individually and on behalf of the general public, allege(s) that at all
2 relevant times RGIS' actions, including, but not limited to, its violations of California Law and
3 California Labor Code, and the FLSA, as set forth above, constitute a continuing and ongoing
4 unfair and unlawful activity prohibited by California Business and Professions Code § 17200 *et*
5 *seq.*, and justify restitution and/or injunctive relief. The unlawful business practices of RGIS are
6 likely to continue, to mislead the public (that employees are being paid wages, including minimum
7 wage and overtime, are being timely paid, and are being provided rest and meal periods in
8 accordance with the California Labor Code and the FLSA), and to present a continuing threat to
9 the public, and to constitute the unfair business practice of avoiding compliance with conditions of
10 labor and wage obligations and expense. These violations constitute a threat and unfair business
11 policy. The Plaintiffs have suffered injury in fact and have lost money or property as a result of
12 such unfair competition. The Court is authorized to order restitution and/or an injunction as a
13 remedy for any violations of Cal. Bus. & Prof Code § 17200 *et seq.* Plaintiffs allege that RGIS
14 violated California Labor Code statutes and the FLSA.

15 130 Plaintiffs allege that, at all relevant times, RGIS has engaged in unlawful, deceptive,
16 and unfair business practices prohibited by Cal. Bus. & Prof. Code § 17200 *et seq.*, including those
17 set forth in the paragraphs above, thereby depriving Plaintiffs and the public of the minimum
18 working conditions and standards due them under California Labor Laws, IWC Wage Orders and
19 the FLSA.

20 131 The acts and practices described above constitute unfair, unlawful and fraudulent
21 business practices, and unfair competition, within the meaning of Business and Professions Code
22 §§17200 *et. seq.* RGIS has engaged in unfair business practices in California by utilizing the
23 illegal employment practices outlined above, including, but not limited to, failing to pay wages
24 (including minimum wage and overtime under California and Federal law), failing to provide
25 Plaintiffs rest and meal periods, and failing to compensate for sums due for labor, fees and
26 penalties according to California Law. RGIS' employment of such practices constitutes an unfair
27 business practice, unfair competition, and provides an unfair advantage over RGIS' competitors.
28 Plaintiffs and the California class are entitled to restitution pursuant to Business and Professions

1 Code §17203 for all wages and payments unlawfully withheld from employees during the four-
 2 year period prior to the filing of this Complaint. Plaintiffs seek full restitution of said monies from
 3 RGIS as necessary and according to proof.

4 132 California Business and Professions Code §17202 provides: “Notwithstanding
 5 Section 3369 of the Civil Code, specific or preventive relief may be granted to enforce a penalty,
 6 forfeiture, or penal law in a case of unfair competition.” Plaintiff, on behalf of the California
 7 subclass, is entitled to enforce all applicable penalty provisions of the California Labor Code
 8 pursuant to Business and Professions Code §17202.

9 133 Plaintiffs’ success in this action will enforce important rights affecting the public
 10 interest and in that regard Plaintiff sues on behalf of herself as well as others similarly situated.
 11 Plaintiffs and the California class seek and are entitled to unpaid wages, declaratory and injunctive
 12 relief, and all other equitable remedies owing to them.

13 134 Plaintiff herein takes upon herself enforcement of these laws and lawful claims.
 14 There is a financial burden involved in pursuing this action, the action is seeking to vindicate a
 15 public right, and it would be against the interests of justice to penalize Plaintiffs by forcing them to
 16 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to
 17 Code of Civil Procedure §1021.5 and otherwise.

18 **NINTH CLAIM FOR RELIEF – CALIFORNIA**
 19 **(Private Attorneys General Act of 2004, Cal. Lab. Code §2698 et seq.)**

20 135 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though
 21 fully set forth herein.

22 136 Pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code §2698 et seq.,
 23 Plaintiffs have given notice to RGIS and to the California Labor and Workforce Development
 24 Agency of RGIS’ violations of the California Labor Code §§ 201, 202, 203, 226, 226.7, 218, 510,
 25 512, 516, 1194, 1194.2, and 1197. The State of California refused to investigate the allegations
 26 against RGIS. Plaintiff has received permission from the LWDA to pursue civil penalties provided
 27 in California law. Therefore, Plaintiff is entitled to receive civil penalties and attorney’s fees
 28 pursuant to the Private Attorney General Act of 2004, Cal. Lab. Code § 2698 et seq..

TENTH CLAIM FOR RELIEF - ILLINOIS

Failure to Pay Overtime & Straighttime Wages in Violation of Illinois Minimum Wage Law, 820 ILCS 105/1 et seq, Illinois Administrative Code, 56 Ill. Admin Code §210.110, et seq., and Wage Payment and Collection Act, 820 ILCS 115/1, et seq.

137 Plaintiff Nicole Verbick, individually and on behalf of the Illinois Subclass, incorporates the foregoing paragraphs as though fully set forth here.

138 At all times relevant, the Illinois Minimum Wage Law, 820 ILCS 105/4, applicable to Plaintiff Verbick and the Illinois Subclass has provided that: “[f]rom January 1, 2004 through December 31, 2004, every employer shall pay to each of his or her employees who is 18 years of age or older in every occupation wages of not less than \$5.50 per hour, and on and after January 1, 2005 every employer shall pay to each of his or her employees who is 18 years of age or older in every occupation wages of not less than \$6.50 per hour.”

139 At all times relevant, the Illinois Minimum Wage Law, 820 ILCS 105/4a(1) has also provided that:

Except as otherwise provided in this Section, no employer shall employ any of his employees for a workweek of more than 40 hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than 1 1/2 times the regular rate at which he is employed.

140 The Illinois Wage Payment and Collection Act Section 3 states:

Every employer shall be required, at least semi-monthly, to pay every employee all wages earned during the semi-monthly pay period.

141 The Illinois Wage Payment and Collection Act, Section 5, 820 ILCS 115/5 also states:

Every employer shall pay the final compensation of separated employees in full, at the time of separation, if possible, but in no case later than the next regularly scheduled payday for such employee. Where such employee requests in writing that his final compensation be paid by check and mailed to him, the employer shall comply with this request.

142 At all times relevant the implementing regulations of the Illinois Minimum Wage Law, 56 Ill. Admin. Code §210.110, applicable to Plaintiff and the Proposed Illinois SubClass has provided:

1 "Hours worked" means all the time an employee is required to be on duty, or on the
 2 employer's premises, or at other prescribed places of work, and any additional time he or she
 is required or permitted to work for the employer.

3 An employee's meal periods and time spent on-call away from his/her employer's premise
 4 are compensable hours worked when such time is spent predominantly for the benefit of the
 employer, rather than for the employee.

5 An employee's travel, performed for the employer's benefit (for example, in response to an
 6 emergency call back to work outside his/her normal work hours, or at the employer's special
 7 request to perform a particular and unusual assignment, or as a part of the employee's
 primary duty, or in substitution of his/her ordinary duties during normal hours) is
 8 compensable work time as defined in 29 CFR 785.33 – 785.41 (1994, no subsequent dates
 or editions), as amended at 26 FR 190.

9
 10 143 56 Ill. Admin. Code § 210.440 (a) provides as follows:

11 The Act does not require that an employee be paid overtime compensation for hours in
 12 excess of eight per day, or for work on Saturdays, Sundays, holidays or regular days of rest,
 unless hours worked exceed forty per week.

13
 14 144 56 Ill. Admin. Code § 210.420 (a) provides as follows:

15 Section 4a of the Act requires that overtime must be compensated at a rate not less than one
 16 and one-half times the regular rate at which the employee is actually employed. The regular
 rate of pay at which the employee is employed shall in no event be less than the statutory
 17 minimum. If the employee's regular rate of pay is higher than the statutory minimum, his
 overtime compensation must be computed at a rate not less than one and one-half times such
 higher rate.

18
 19 145 56 Ill. Admin. Code § 210.430 (a), states:

20 Hourly Rate Employees: If an employee is employed solely on the basis of a single hourly
 rate, the hourly rate is the "regular rate". For overtime hours, the employees must be paid,
 21 in addition to the straight time hourly earning, a sum determined by multiplying one-half the
 hourly rate by the number of hours worked over the maximum set by statute.

22
 23 146 Illinois Minimum Wage Law Section 12 (a), 820 ILCS 105/12(a) provide civil
 remedies as follows:

24 If any employee is paid by his employer less than the wage to which he is entitled under the
 25 provisions of this Act, the employee may recover in a civil action the amount of any such
 underpayments together with costs and such reasonable attorney's fees as may be allowed by
 26 the Court, and damages of 2% of the amount of any such underpayments for each month
 following the date of payment during which such underpayments remain unpaid. Any
 27 agreement between the employee and the employer to work for less than such wage is no
 28 defense to such action.

1 147 The Illinois Wage Payment and Collection Act, 820 ILCS 115/2, defines wages as
2 “any compensation owed an employee by an employer pursuant to an employment contract or
3 agreement between the two parties, whether the amount is determined on a time, task, piece, or any
4 other basis of calculation.” All such wages are subject to Illinois overtime requirements, including
5 those set forth above.

6 148 The Illinois Wage Payment and Collection Act Section 14 (b) states:

7 Any employer who has been demanded by the Director of Labor or ordered by the court to
8 pay wages due an employee and who shall fail to do so within 15 days after such demand or
9 order is entered shall be liable to pay a penalty of 1% per calendar day to the employee for
10 each day of delay in paying such wages to the employee up to an amount equal to twice the
11 sum of unpaid wages due the employee.

12 149 Plaintiffs and members of the proposed Illinois Subclass have worked, and continue
13 to work, for Defendants without being paid for all “hours worked,” including all time required to
14 be on duty, on the employer’s premises, or at other prescribed places of work and time that they
15 are subject to the control of RGIS while waiting for or riding in company transportation, and while
16 waiting for inventories to begin or after inventories have been completed, in violation of the
17 Illinois Minimum Wage Law and other applicable law.

18 150 Due to RGIS’ policy and practices of not appropriately compensating Plaintiffs and
19 the Illinois Subclass, members of the Illinois Subclass have worked, and continue to work, for
20 Defendants without being paid for all hours worked, including overtime premiums in violation of
21 the Illinois Minimum Wage Law and other applicable law.

22 151 Due to RGIS’ policy and practices of not appropriately compensating Plaintiffs and
23 the Illinois Subclass, RGIS has failed to pay and continues to fail to pay members of the Illinois
24 Subclass semi-monthly, for all hours worked, including overtime premiums in violation of the
25 Illinois Wage Payment and Collection Law and other applicable law.

26 152 Defendant has knowingly and willfully refused to perform its obligations to
27 compensate the Illinois Subclass for all wages earned and all hours worked, including premium
28 wages for overtime work. Defendant has knowingly and willfully refused to perform its
29 obligations to compensate the Illinois Subclass semi-monthly for all wages earned and all hours

1 worked, including premium wages for overtime work. As a proximate result of the aforementioned
 2 violations, Defendant has damaged the Illinois Subclass in amounts to be determined according to
 3 proof at time of trial, but in an amount in excess of the jurisdictional requirements of this Court.

4 153 Defendant is liable to Plaintiff, on behalf of the Illinois Subclass, for the unpaid
 5 wages and any civil penalties, with interest thereon. Furthermore, Plaintiff is entitled to an award
 6 of attorneys' fees and costs as set forth below.

7 **ELEVENTH CLAIM FOR RELIEF - OREGON**
 8 **(Unpaid Wage Claim — Six Year Statute of Limitations;**
 9 **Statutory Penalty Wages — Three Year Statute of Limitations)**

10 154 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 11 though fully set forth herein.

12 155 During the six years prior to the commencement of this action, Plaintiffs and
 13 putative class members worked time for RGIS before and after their scheduled shifts, all of which
 14 was not recorded on the time clock. ("Off the Clock Time").

15 156 By failing to record all the time worked by class members, RGIS failed to pay
 16 Plaintiffs and putative class members for this Off the Clock Time.

17 157 During the course of employment, RGIS allowed, suffered and permitted Plaintiffs
 18 and putative class members to perform work for the benefit of RGIS as set out in other claims for
 19 relief which are incorporated herein by reference.

20 158 RGIS was required to pay Plaintiffs and putative class members for each hour
 21 worked on their next regularly scheduled payday pursuant to ORS §§ 652.120 and 653.010.

22 159 RGIS failed and refused to pay Plaintiffs and putative class members all "Off the
 23 Clock Time" on payday, and those "Off the Clock Time" wages remain due and unpaid.

24 160 Plaintiffs, on behalf of themselves and all others similarly situated, seek unpaid
 25 wages for the six years prior to the commencement of this action, plus overtime (premium pay) for
 26 the two years prior to the commencement of this action, plus statutory penalty wages pursuant to
 27 ORS § 653.055 for those wages due within the three year period prior to the commencement of this
 28 action, and Plaintiffs' costs disbursements and attorneys' fees pursuant to ORS § 652.200(2).

TWELFTH CLAIM FOR RELIEF - OREGON
(ORS § 652.140; Late Payment, Statutory Penalty Wages)

161 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as though fully set forth herein.

162 At all times material herein, Plaintiffs and putative class members were employed by RGIS.

163 At the time Plaintiffs and putative class members' employment ended, RGIS failed to pay all wages when due, as required by ORS § 652.140.

164 RGIS' failure to pay Plaintiffs' and putative class members' wages when due was willful, and continued for a period of time to be determined after discovery is complete.

165 Because of RGIS' willful failure to appropriately make payment of Plaintiffs' and putative class members' wages when due, Plaintiffs and putative class members are due statutory penalty wages under ORS § 652.150, for the continuation of Plaintiffs' and putative class members' wages for up to 30 days, in amounts to be determined after discovery.

166 Plaintiffs have been required to bring this action on behalf of late pay class members, to recover statutory penalty wages as provided by ORS § 652.150.

167 Because of RGIS' failure to pay Plaintiffs' and putative class members' wages within 48 hours of when the wages were due Plaintiffs and putative class members are entitled to recover their costs, disbursements, and reasonable attorneys' fees, pursuant to ORS § 652.200(2).

168 Plaintiffs seek as damages, for all class members whose employment ended within three years prior to the filing of this action and who were not paid all wages when required by ORS § 652.140, statutory penalty wages pursuant to ORS § 652.150, plus costs, disbursements, and attorneys' fees, pursuant to ORS § 652.200(2).

THIRTEENTH CLAIM FOR RELIEF - OREGON
(State Minimum Wage Claim — Six Year Statute of Limitations;
Statutory Penalty Wages — Three Year Statute of Limitations)

169 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though fully set forth herein.

170 At all times material herein, Plaintiffs and putative class members were employed by

1 RGIS.

2 171 During the course of Plaintiffs' and putative class members' employment the
3 minimum wage rate in Oregon was:

- 4 A. 1/1/99 - 1/1/03: \$6.50;
5 B. 1/1/03 - 1/1/05: \$6.90;
6 C. 1/1/05 - 1/1/06: \$7.20; and
7 D. 1/1/06 - filing: \$7.50.

8 172 During the course of Plaintiffs' and putative class members' employment, RGIS
9 allowed, suffered and permitted Plaintiffs and putative class members to perform work for the
benefit of RGIS.

10 173 Plaintiffs and putative class members performed work as set out in other claims for
11 relief which are incorporated herein by reference.

12 174 Pursuant to ORS § 653.025, RGIS was required to pay Plaintiffs and putative class
13 members at the then prevailing State of Oregon minimum wage rate for each hour worked.

14 175 RGIS failed and refused to pay Plaintiffs and putative class members at the State of
15 Oregon minimum wage rates for each hour worked when those wages were due, and there remains
16 due and owing minimum wages in an amount to be determined.

17 176 Because of RGIS' failure to pay Plaintiffs and putative class members at the then
18 prevailing minimum wage rate for each hour worked when those wages were due, Plaintiffs and
19 putative class members are entitled to unpaid minimum wages for the six year period prior to the
20 commencement of this action, plus statutory penalty wages under ORS § 653.055 as computed by
21 ORS § 652.150 for those violations occurring within the three year period prior to the filing of the
22 complaint.

23 177 Plaintiffs have been required to bring this action to recover minimum wage earnings
24 and statutory penalty wages and are entitled to recover costs, disbursements, and a reasonable sum
25 for attorneys' fees, pursuant to ORS §§ 653.055(4) and 652.200(2).

26 178 Plaintiffs, on behalf of themselves and all others similarly situated, seek as damages,
27 minimum wages in an amount to be determined plus statutory penalty wages as provided by ORS
28

1 §§ 653.055 and 652.150, plus costs, disbursements and attorneys' fees pursuant to ORS §§
2 653.055 and 652.200(2).

3
4 **FOURTEENTH CLAIM FOR RELIEF - OREGON**
5 **(State Overtime Claim; ORS §§ 653.261 and 653.055; OAR 839-020-0030 - Two Year**
6 **Statute of Limitations, Statutory Penalty Wages - Three Year Statute of Limitations)**

7 179 Plaintiffs incorporate the allegations contained in the foregoing paragraphs as though
8 fully set forth herein.

9 180 During the course of Plaintiffs' and putative class members' employment in the two
10 year period prior to the commencement of this action, RGIS allowed, suffered and permitted
11 Plaintiffs and putative class members to work in excess of 40 hours per work week.

12 181 During the course of employment, RGIS allowed, suffered and permitted Plaintiffs
13 and putative class members to work hours as set out in other claims for relief, incorporated herein
14 by reference.

15 182 RGIS was required to pay Plaintiffs and putative class members their regular rate of
16 pay for each hour worked over 40 in a workweek plus $\frac{1}{2}$ times their regular pay for each hour
17 worked over 40 in a workweek.

18 183 When Plaintiffs and putative class members worked hours as set out in the other
19 claims for relief as plead herein, but were not paid, and worked at least 40 hours in a single work
20 week, RGIS failed to pay for each hour worked in excess of 40 hours per work week, and further
21 failed to pay premium wages (overtime) as required by OAR 839-020-0030 and ORS § 653.261.

22 184 RGIS' behavior in failing to pay Plaintiffs and putative class members in the manner
23 set forth above was willful, and there remains due and unpaid overtime wages in amounts to be
24 determined.

25 185 Plaintiffs, on behalf of themselves and all others similarly situated, seek as damages
26 regular wages for each hour worked over 40 in a workweek in the six years before filing this
27 complaint plus premium (overtime) wages in an amount to be determined for the two years prior to
28 filing this complaint, plus statutory penalty wages pursuant to ORS §§ 653.055(1)(b) and 652.150,
plus costs, disbursements, and attorneys' fees pursuant to ORS §§ 653.055(4) and 652.200(2).

FIFTEENTH CLAIM FOR RELIEF - OREGON
(Contract Claim for Rest Breaks — Six Year Statute of Limitations, Rest Breaks
Class; Statutory Penalty Wages — Three year Statute of Limitations)

186 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
though fully set forth herein.

187 RGIS offered, and Plaintiffs and putative class members accepted, employment with
RGIS creating a contract of employment.

188 The consideration for each contract of employment was the payment of wages as
agreed upon by RGIS and the Plaintiffs and putative class members.

189 Inherent in every contract of employment are the terms and conditions of
employment guaranteed by Oregon wage and hour laws, including but not limited to ORS §§
653.055 and 653.261 and OAR 839-020-0050.

190 Plaintiffs and putative class members, by accepting employment and working for
RGIS, performed all conditions precedent to performance by RGIS, including complying with, and
payment for, all employment conditions, including rest breaks, as established in law.

191 RGIS breached the contract of employment by not providing appropriate rest breaks.

192 Plaintiffs and putative class members were damaged by RGIS' breach in that each
rest break class member was entitled to 10 minutes of paid rest time for each rest break RGIS was
required to provide. All unpaid rest break time not appropriately provided as required remains due
and owing.

193 Plaintiffs and putative class members seek to recover wages for each rest break
which RGIS failed to provide in the six years prior to the commencement of this action.

194 In addition, Plaintiffs and putative class members seek statutory penalty wages
pursuant to ORS § 653.055 for RGIS' failure to pay all wages on payday as required by ORS §§
652.120 and 653.010, for all violations occurring during the three year statute of limitations period,
plus costs, disbursements, and attorneys' fees pursuant to ORS §§ 653.055(4) and 652.200(2).

SIXTEENTH CLAIM FOR RELIEF - OREGON
(Contract Claim for Meal Periods; Six Year Statute of Limitations — Meal Period Class)

195 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as though fully set forth herein.

196 RGIS offered, and Plaintiffs and putative class members accepted, employment with RGIS creating a contract of employment.

197 The consideration for each contract of employment was the payment of wages as agreed upon by RGIS and the Plaintiffs and putative class members.

198 Inherent in every contract of employment are the terms and conditions of employment guaranteed by Oregon wage and hour laws, including but not limited to ORS §§ 653.055 and 653.261 and OAR 839-020-0050.

199 Plaintiffs and putative class members, by accepting employment and working for RGIS, performed all conditions precedent to performance by RGIS, including complying with, and payment for, all employment conditions, including meal periods, as established in law.

200 RGIS breached the contract of employment by not providing the required meal periods.

201 Plaintiffs and putative class members were damaged by RGIS' breach in that they worked time for which they should have been compensated, but were not compensated because of RGIS' breach.

202 Plaintiffs and putative class members seek as damages, 30 minutes of wages for each meal period that RGIS failed to provide and/or the meal period class members were not relieved of all duties, which occurred during the six years prior to the commencement of this action.

203 In addition, Plaintiffs and putative class members seek statutory penalty wages pursuant to ORS 653.055 for RGIS' failure to pay all wages on payday as required by ORS §§ 652.120 and 653.010, for all violations occurring during the three year statute of limitations period, plus costs, disbursements, and attorneys' fees pursuant to ORS §§ 653.055(4) and 652.200(2).

**SEVENTEENTH CLAIM FOR RELIEF - OREGON
(Breach of the Duty of Good Faith and Fair Dealing)**

204 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as though fully set forth herein.

205 RGIS offered, and Plaintiffs and putative class members accepted, employment with RGIS, creating contracts of employment.

206 The consideration for each contract of employment was the payment of wages and employment conditions as agreed upon by RGIS and the Plaintiffs and putative class members.

207 Inherent in every contract of employment are the terms and condition of employment guaranteed by Oregon wage and hour laws.

208 Plaintiffs and putative class members, by accepting employment and working for RGIS, performed all conditions precedent to performance by RGIS, including payment of all hours worked, payment for all premium pay, payment of overtime wages, complying with, and payment for, all employment conditions, including rest and meal periods, as established by contract and Oregon law.

209 Inherent in every contract is the duty of good faith and fair dealing.

210 RGIS breached the duty of good faith and fair dealing by knowingly failing to provide Plaintiffs and putative class members their rest and meal periods, by failing to pay all wages, minimum wages and overtime wages, and further by failing to timely pay those wages on payday and on termination.

211 RGIS breached the duty of good faith and fair dealing by failing to pay all wages, minimum wages, and overtime wages as required under the contract of employment and as required by Oregon Law.

212 Plaintiffs and putative class members were damaged by RGIS' breach of the duty of good faith and fair dealing requirement, in that all work for which they should have been compensated was not compensated because of RGIS' breach.

213 Plaintiffs and putative class members seek to recover their damages consisting of payment of 10 minutes of wages for each rest break which RGIS failed to provide, and 30 minutes

1 of wages for each meal period during which Plaintiffs and putative class members were not
 2 relieved of all duties, or which were provided outside the time period allowed by contract, plus
 3 payment of wages for each hour worked. Plaintiffs and the affected class members also seek
 4 payment of this time at their regular rate of pay plus $\frac{1}{2}$ times their regular rate of pay for each
 5 week in which affected class members have already been compensated for 40 hours of work in that
 6 workweek.

7 **EIGHTEENTH CLAIM FOR RELIEF - OREGON**
 8 **(Permanent Injunction)**

9 214 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 10 though fully set forth herein.

11 215 RGIS acted on grounds generally applicable to the class. Therefore, final injunctive
 12 relief with respect to the class is appropriate to prevent RGIS from continuing its violations of
 13 Oregon's wage and hour laws.

14 **NINETEENTH CLAIM FOR RELIEF - WASHINGTON**
 15 **(Failure to Provide Rest Breaks)**

16 216 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 17 though fully set forth herein.

18 217 Plaintiffs, on behalf of themselves and all others similarly situated, seek damages for
 19 RGIS' failure to provide the rest breaks required by Washington Law. RGIS' conduct in doing so
 20 was willful. Class members are entitled to be paid for all rest breaks not taken. *Wingert v. Yellow*
 21 *Freight*, 146 Wn.2d 841 (2002). Members of the rest break class are entitled to liquidated
 22 damages along with attorney fees. RCW §§ 49.52.050, 49.52.070.

23 **TWENTIETH CLAIM FOR RELIEF - WASHINGTON**
 24 **(Failure to Provide Meal Periods)**

25 218 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 26 though fully set forth herein.

27 219 Plaintiffs, on behalf of themselves and all others similarly situated, seek damages in
 28 the form of unpaid wages for RGIS' failure to provide the 30 minute meal periods required by
 Washington Law. RGIS' conduct in doing so was willful. The class is entitled to be paid for all

1 meal periods not provided as required by law. *Wingert v. Yellow Freight*, 146 Wn.2d 841 (2002).
 2 Members of the meal period class are entitled to recover liquidated damages along with attorney
 3 fees. RCW §§ 49.52.050, 49.52.070.

4 **TWENTY-FIRST CLAIM FOR RELIEF - WASHINGTON**
 5 **(Failure To Provide Duty Free Meal Periods)**

6 220 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 7 though fully set forth herein.

8 221 Plaintiffs, on behalf of themselves and all others similarly situated, seek damages in
 9 the form of unpaid wages for RGIS' failure to provide a 30 minute duty free meal period as
 10 required by Washington Law. RGIS' conduct in doing so was willful. Members of the class are
 11 entitled to be paid for all meal periods not provided as required by law. *Wingert v. Yellow Freight*,
 12 146 Wn.2d 841 (2002). Members of the duty-free meal period class are entitled to recover
 13 liquidated damages along with attorney fees. RCW §§ 49.52.050, 49.52.070.

14 **TWENTY-SECOND CLAIM FOR RELIEF - WASHINGTON**
 15 **(Failure to Pay All Wages When Due Upon Termination)**

16 222 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 17 though fully set forth herein.

18 223 At the time the Plaintiffs' and putative class members' employment terminated,
 19 RGIS failed to timely pay all wages when due as required by RCW § 49.48.010.

20 224 RGIS' failure to pay all wages due and owing to Plaintiffs and putative class
 21 members whose employment had terminated was willful.

22 225 Because of RGIS' willful failure to pay Plaintiffs and putative class members their
 23 wages when due, the late pay class members are entitled to recover statutory liquidated damages.
 24 RCW §§ 49.52.050, 49.52.070.

25 **TWENTY-THIRD CLAIM FOR RELIEF - WASHINGTON**
 26 **(Unpaid Overtime Wages)**

27 226 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 28 though fully set forth herein.

1 227 Plaintiffs, on behalf of themselves and all others similarly situated, seek as damages
 2 overtime wages for hours worked in excess of 40 hours per week which RGIS suffered and
 3 permitted Plaintiffs and putative class members to work and for which RGIS did not pay at the
 4 regular rate of pay for each hour over 40 worked in a workweek plus ½ times each overtime class
 5 member's regular hourly rate for each hour worked over 40 in a work week when due.

6 **TWENTY-FOURTH CLAIM FOR RELIEF - WASHINGTON**
 7 **(Permanent Injunction)**

8 228 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 9 though fully set forth herein.

10 229 RGIS acted on grounds generally applicable to the class. Therefore, final injunctive
 11 relief with respect to the class is appropriate to prevent RGIS from continuing its violations of
 12 Washington wage and hour laws.

13 **TWENTY-FIFTH CLAIM FOR RELIEF**
 14 **(FLSA Violations — Failure to Pay Minimum Wage: 29 U.S.C. §206 and 215(a))**

15 230 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
 16 though fully set forth herein.

17 231 At all times material herein, Plaintiffs and putative class members were employed by
 18 RGIS.

19 232 Within the applicable time period prior to the commencement of this action up
 20 through and including the present date through adjudication, RGIS failed to pay minimum wages
 21 to Plaintiffs and putative class members as required by the FLSA.

22 233 During the course of Plaintiffs' and putative class members' employment, RGIS
 23 allowed, suffered, and permitted Plaintiffs and putative class members to perform work for the
 24 benefit of RGIS which was/is an integral part of the principal activities for which Plaintiffs and
 25 putative class members were/are employed.

26 234 RGIS failed to pay minimum wages to Plaintiffs and putative class members for the
 27 hours of work provided by Plaintiffs and putative class members pursuant to the FLSA, including,
 28 but not limited to, 29 U.S.C. §§ 206 and 215(a).

1 235 RGIS' behavior in failing to pay Plaintiffs and putative class members for each hour
2 worked was willful, and there remain due and unpaid minimum wages in amounts to be
3 determined.

4 236 RGIS failed to make, keep, and preserve records of Plaintiffs and putative class
5 members pursuant to the FLSA, including, but not limited to, 29 U.S.C. §§ 211(c) and 215(a). As
6 a result of RGIS' failure to make, keep, and preserve records of Plaintiffs and putative class
7 members, such records either do not exist or are insufficient to determine wages, hours, and other
8 conditions of employment.

9 237 RGIS' failure to make, keep, and preserve records of Plaintiffs and others similarly
10 situated was willful.

11 238 Plaintiffs, on their behalf and on behalf of others similarly situated, seek as damages
12 minimum wages in an amount to be determined, liquidated damages, and costs, disbursements, and
13 attorneys' fees, pursuant to the FLSA, including, but not limited to, 29 U.S.C. § 216(b).

14 **TWENTY-SIXTH CLAIM FOR RELIEF**
15 **(FLSA Violations — Failure to Pay Overtime Wage: 29 U.S.C. §206 and 215(a))**

16 239 Plaintiffs incorporate here the allegations contained in the foregoing paragraphs as
17 though fully set forth herein.

18 240 At all times material herein, Plaintiffs and putative class members were employed by
19 RGIS.

20 241 Within the applicable time period prior to the commencement of this action up
21 through and including the present date through adjudication, RGIS failed to pay overtime wages to
22 Plaintiffs and putative class members as required by the FLSA.

23 242 During the course of Plaintiffs' and putative class members' employment, RGIS
24 allowed, suffered, and permitted Plaintiffs and putative class members to perform work for the
25 benefit of RGIS.

26 243 RGIS failed to pay overtime wages to Plaintiffs and putative class members for the
27 hours of work in excess of 40 hours per week pursuant to the FLSA, including, but not limited to,
28 29 U.S.C. §§ 207 and 215(a).

244 RGIS' behavior in failing to pay Plaintiffs and putative class members overtime
wages for each hour worked in excess of 40 hours per week was willful, and there remain due and
unpaid overtime wages in amounts to be determined.

245 RGIS failed to make, keep, and preserve records of Plaintiffs and putative class members pursuant to the FLSA, including, but not limited to, 29 U.S.C. §§ 211(c) and 215(a). As a result of RGIS' failure to make, keep, and preserve records of Plaintiffs and putative class members, such records either do not exist or are insufficient to determine wages, hours, and other conditions of employment.

246 RGIS' failure to make, keep, and preserve records of Plaintiffs and putative class
members was willful.

247 Plaintiffs, on their behalf, and on behalf of others similarly situated, seek as damages
overtime wages in an amount to be determined, liquidated damages, and costs, disbursements, and
attorneys' fees, pursuant to the FLSA, including, but not limited to, 29 U.S.C. § 216(b).

VIII. PRAYER FOR RELIEF

WHEREFORE, the class which Plaintiffs seeks to represent in this action, requests the following relief:

1. A determination that this action may be maintained as a “class action” pursuant to Fed. R. Civ. P. 23; and a determination that this action may be maintained as a “collective action” pursuant to the FLSA.
2. For all unpaid wages, “overtime” and/or “premium pay” wages and minimum wages, in an amount to be determined at the time of trial;
3. For the reasonable value of the services rendered to RGIS whereby RGIS was unjustly enriched.
4. Pursuant to the States’ laws, that RGIS be preliminarily and permanently enjoined from:
 - a) failing to provide Plaintiffs mandatory rest and meal periods; b) permitting and unlawfully allowing Plaintiffs to work hours instead of providing rest and meal periods and not paying statutory wages; c) permitting and unlawfully allowing Plaintiffs to work hours instead of receiving rest and meal periods without compensating Plaintiffs; d)

1 failing to pay Plaintiffs all wages; e) failing to pay Plaintiffs all wages due upon
2 termination of employment within the time proscribed by law; f) failing to properly
3 classify salaried employees as non-exempt hourly employees; and g) failing to provide
4 Plaintiffs with accurate itemized wage statements.

5 5. Pursuant to Cal. Bus. & Prof. Code §17203 and the equitable powers of this Court, that
6 RGIS be ordered to restore to Plaintiffs all funds acquired by means of any act or
7 practice declared by this Court to be unlawful or fraudulent or to constitute unfair
8 competition under Business and Professions Code § 17200 *et seq.*;

9 6. For restitution of wages and related sums, statutory wages, attorneys' fees and all other
10 remedies available pursuant to California Business & Professions Code § 17200 *et seq.*;

11 7. For statutory wages pursuant to California law including, but not limited to, Cal. Lab.
12 Code §§ 203, 226, 226.7, and 510;

13 8. For liquidated damages;

14 9. For punitive damages;

15 10. For costs and disbursements, prejudgment and post-judgment interest in the amount of
16 10% per annum, liquidated damages, and attorneys' fees pursuant to Cal. Lab. Code §§
17 218.5, 218.6, 1194, and 1194.2;

18 11. A finding that RGIS violated the various provisions of the States' wage and hour laws
19 set forth above;

20 12. A finding that RGIS acted willfully in each of the violations of the States' wage and
21 hour laws;

22 13. An injunction prohibiting RGIS from further violations of the States' wage and hour
23 laws;

24 14. An award to the class of damages for the amount of all unpaid compensation as the law
25 provides, including statutory liquidated damages and statutory wages;

26 15. An award to the class of reasonable attorneys' fees, disbursements, and costs herein;

27 16. An award for all "civil penalties" under the Private Attorneys General Act of 2004,
28 Cal.Lab. Code §2698 *et seq.*; and

1 17. An award of such other and further relief as this Court may deem appropriate.

2 Dated: June 25, 2007

BAILEY PINNEY PC
SCHNEIDER & WALLACE
GRADY SCHNEIDER & NEWMAN, LLP

3
4
5 By:

/s/ Guy B. Wallace

Guy B. Wallace

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Thompson, Melanie Manos, Norma Garcia, Cheryl Pierson,
Sally Rosenthal, Nicole Verbick, Tammy Schnars and
Margaret Martinez

JURY TRIAL DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b) and Civil Local Rule 3-6(a), Plaintiffs demands a jury trial for all issues so triable.

Dated: June 25, 2007

BAILEY PINNEY PC
SCHNEIDER & WALLACE
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CERTIFICATION OF INTERESTED ENTITIES OR PERSONS

Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than the named parties, there is no such interest to report.

Dated: June 25, 2007

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