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SHASTA COUNTY SUPERIOR COURT
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Attorneys for Plaintiff ARIEL MCGILL
on behalf of the general public as private attorney general

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA

ARIEL MCGILL, on behalf of the general public as private attorney general,

Plaintiff,

v.

YELP INC., a Delaware Corporation and DOES 1-50, inclusive,

Defendant.

Case No. 211932
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

PAGA REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (Labor Code §§ 2698 *et seq*).

BY FAX

COMES NOW Plaintiff ARIEL MCGILL ("Plaintiff"), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant YELP INC., a Delaware Corporation and DOES 1-50, inclusive ("Defendant") as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant's: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay sick pay, (e) failure to pay all wages earned and owed upon separation from Defendant's employ, (f) failure to pay wages timely during employment, (g) failure to provide accurate itemized wage statements, (h) failure to reimburse necessary business expenses, and (i) violation of labor code section § 2751. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California

Courts consistent with traditional notions of fair play and substantial justice.

5. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant is doing business throughout California, including but not limited to Shasta County, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of California. Defendant employ numerous aggrieved employees in in the State of California.

6. On information and belief, Defendant has conducted business within the State of California during the purported liability period and continue to conduct business throughout the State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly situated aggrieved employees within California.

7. The California Superior Court also has jurisdiction in this matter because on information and belief there are no federal questions at issue, as the issues herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

8. On information and belief, during the statutory liability period and continuing to the present ("liability period"), Defendant consistently maintained and enforced against Defendant's aggrieved Employees, among others, the following unlawful practices and policies, in violation of California state wage and hour laws: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay sick pay, (e) failure to pay all wages earned and owed upon separation from Defendant's employ, (f) failure to pay wages timely during employment, (g) failure to provide accurate itemized wage statements, (h) failure to reimburse necessary business expenses, and (i) violation of labor code section § 2751.

9. On information and belief, during the statutory liability period and continuing to the present, Defendant has had a consistent policy of failing to pay wages including overtime

wages for hours worked while subject to the control of Defendant.

10. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees. Defendant has also failed to provide meal premiums for missed meal periods.

11. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees. Defendant has also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to sick pay to Plaintiff and aggrieved employees.

13. On information and belief, during the statutory liability period and continuing to the present, Defendant has had a consistent policy of failing to timely pay wages upon separation.

14. On information and belief, during the statutory liability period and continuing to the present, Defendant has had a consistent policy of failing to timely pay wages during Plaintiff and Aggrieved Employees' employment.

15. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

16. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to reimburse necessary business expenses to Plaintiff and aggrieved employees.

17. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to abide by commission contracts and has failed to pay all commissions earned.

18. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 221-224, 226, 246, 510, 512, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802-2804, 2751 and seeking penalties, interest,

attorneys' fees and costs.

III. PARTIES

A. Plaintiff

19. Plaintiff, ARIEL MCGILL, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendant in September 2025 as a Non-Exempt Employee with the title of client partner and account executive and worked during the liability period for Defendant until Plaintiff's separation from Defendant' employ in approximately December 2025. Plaintiff's duties included but were not limited to Cold calling new and existing businesses to sell them marketing packages. Plaintiff worked remotely from home in Palo Cedro, CA.

20. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

b) not provided meal periods nor paid premium wages;

c) not provided rest periods nor paid premium wages;

d) not paid sick pay;

e) not paid timely upon separation from Defendant's employment;

f) not paid timely during their employment;

g) not provided accurate itemized wage statements;

h) violation of Labor Code section 2751 and

i) not reimbursed for necessary business expenses.

21. On information and belief, Defendant willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendant returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the

general public as private attorney general and all other aggrieved employees.

B. Defendant

22. Defendant YELP, INC. is a Delaware corporation that operates as a food guide business. Defendant operates on a national basis. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

23. Other than identified herein, Plaintiff are unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant is legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by such fictitious names. Plaintiff will amend this complaint when their true names and capabilities are ascertained.

24. Plaintiff are informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, and exercised control over their wages, hours, and working conditions. Plaintiff are informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendant.

IV. GENERAL ALLEGATIONS

25. At all times set forth herein, Defendant employed Plaintiff and other persons in the capacity of non-exempt positions, however titled, throughout the state of California.

26. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

27. Defendant continue to employ Non-Exempt Employees, however titled, in California and implement a uniform set of policies and practices to all non-exempt employees, as

they were all engaged in the job duties related to Defendant's business.

28. Plaintiff is informed and believe, and thereon allege, that Defendant are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

29. Plaintiff is informed and believe that during the relevant time-frame, all Aggrieved Employees are citizens of the state of California.

30. During the relevant time-frame, Defendant compensated Plaintiff and Aggrieved Employees based upon an hourly rate.

31. On information and belief, Defendant's management engaged in time shaving by changing Plaintiff and Aggrieved Employees' time clock records after they were already entered.

32. Defendant deducted wages without authorization from Plaintiff and Aggrieved Employees. For instance, after Plaintiff's termination, Defendant reversed a bonus payment that was already deposited into Plaintiff's bank account, without authorization from Plaintiff to do so.

33. Indeed, during the relevant time, as a consequence of Defendant's staffing and scheduling practices, work demands, and Defendant's policies and practices, Defendant frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours as required by law.

34. On information and belief, Plaintiff and Aggrieved Employees did not waive their rights to meal periods under the law.

35. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

36. Despite the above-mentioned meal period violations, Defendant failed to compensate Plaintiff , and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

37. Plaintiff is informed and believe, and thereon alleges, that Defendant know, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were

entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

38. In addition, during the relevant time frame, Plaintiff and the Non-Exempt Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

39. Despite the above-mentioned rest period violations, Defendant did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

40. Defendant failed to reimburse Plaintiff and Aggrieved Employees for the costs incurred in association with working from home. some reimbursements that were given were taxed.

41. During the Class Period, Plaintiff and Class Members regularly performed compensable pre-shift work, including reviewing work emails, before clocking in. Plaintiff performed approximately 10 to 15 minutes of unpaid pre-shift work five days per week. Defendant knew or should have known this work was being performed but failed to compensate Plaintiff and Class Members for all hours worked.

42. Plaintiff and Aggrieved Employees were required to pay for office supplies out of pocket for Defendant job requirements of them. no reimbursements were provided by Defendant.

43. Employees allegedly accrued the same PTO/sick leave amount regardless of hours worked, suggesting Defendant may not have properly calculated paid sick leave accruals as required by California law.

44. Defendant also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Aggrieved Employees in part because of the above-specified violations. In addition, upon information and belief, Defendant omitted an accurate itemization of total hours

worked, including premiums due and owing for meal period violations, overtime pay, gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

45. During their employment with Defendant, Plaintiffs and similarly situated employees were provided wage statements that failed to accurately and completely state all information required by Labor Code section 226. In particular, wage statements failed to list the applicable hours worked, units earned, and/or corresponding rates of pay.

46. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendant knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages, meal and rest period premiums, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

47. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all wages owed to them during their employment. Plaintiff and the other Aggrieved Employees did not receive payment of all wages, including overtime and minimum wages and meal period premiums, within any time permissible under California Labor Code section 204.

48. During the relevant time period, Defendant failed to pay Plaintiff and the other Aggrieved Employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

49. During the Class Period, Defendant paid Plaintiff and Class Members additional remuneration identified as "Local Sales Commission." To the extent this payment constituted nondiscretionary compensation, Defendant failed to properly include it in the regular rate of pay for purposes of calculating overtime compensation..

50. Upon information and belief, Defendant knew and or should have known that it is improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty-minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(b) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to provide accurate itemized wage statements;

(e) failing to pay sick pay;

(f) failing to timely pay Plaintiff and Aggrieved Employees upon separation from Defendant's employment;

(g) failing to timely pay Plaintiff and Aggrieved Employees during their employment;

(h) failing to reimburse necessary business expenses; and

(i) violating Labor Code section 2751.

51. In addition to the violations above, and on information and belief, Defendant knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

52. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq*.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

53. Plaintiff incorporates by reference and re-alleges each and every allegation

contained above, as though fully set forth herein.

54. PAGA is a mechanism by which the State of California can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was…in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations..." Stats. 2003, Ch. 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

55. Plaintiff brings this Representative Action on behalf of the State of California with respect to himself and all other individuals who are or previously were employed by Defendant as non-exempt California employees during the applicable statutory period (the "aggrieved employees").

56. On July 27, 2026, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendant were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

57. Plaintiff are an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California non-exempt Employees of Defendant.

58. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendant is liable due to numerous Labor Code violations as set forth in this Complaint,

including without limitation Labor Code section 201-204, 221-224, 226, 226.3, 246, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802-2804, 2751 and 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

59. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week.

60. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Also pursuant to California law and the relevant IWC Wage Order(s), no employer shall require an employee to work more than ten hours without being provided a second meal period, which can be waived by mutual consent up until the twelfth hour.

61. For the Liability Period, Defendant failed to provide Plaintiff and the Aggrieved Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes.

62. Plaintiff and the Aggrieved Employees were also injured because the wage statements Defendant provided to them failed to accurately state the hours worked and also to state that the Aggrieved Employees were being paid one hour of pay at their regular rate for days in which they were not provided with each of their authorized meal and rest periods. Defendant has made it impossible to properly calculate important information from the wage statements that were provided to Plaintiff and the Aggrieved Employees throughout the liability period.

63. Defendant also willfully violated Labor Code sections 201-203 by failing to provide all owed wages at separation from employment. Labor Code sections 201 and 202 require

Defendant to pay their employees all wages due either at time of firing, or within seventy-two (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

64. Plaintiff and all other aggrieved employees who were separated from employment are entitled to compensation for all forms of wages earned, including but not limited to compensation minimum and overtime wages, but to date have not received such compensation, therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

65. On information and belief, Defendant willfully failed to pay all wages due and owing upon separation from employment. These wages include minimum and overtime wages.

66. On information and belief, Defendant willfully failed to pay all wages due and owing during employment. These wages include minimum and overtime wages.

67. On information and belief, Defendant failed to provide accurate itemized wage statements which failed to include all hours worked, including overtime, due and owing to Plaintiff and the aggrieved employees pursuant to Labor Code section 226(a).

68. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

69. Additionally, Defendant has no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

70. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours

worked.

71. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California non-exempt Employees of Defendant misclassified as exempt.

72. On information and belief, Defendant failed to reimburse Plaintiff and aggrieved Employees for business expenses incurred as described above. Labor Code § 2802 requires Defendant to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in direct consequences of the discharge of his or her duties. Despite these realities of the job, Defendant failed to provide reimbursements.

73. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State"

74. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs sunder Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: October 1, 2026

JAMES HAWKINS APLC

By: _____
JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY

Attorneys for Plaintiff ARIEL MCGILL on behalf of the general public as private attorney general

EXHIBIT A

JAMES JH HAWKINS

A PROFESSIONAL LAW CORPORATION
9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

July 27, 2026

Via LWDA Website
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

Via Certified Mail
YELP, INC. a Delaware corporation
Agent for Service of Process:
AMANDA GARCIA
330 N BRAND BLVD, SUITE 700
GLENDALE, CA 91203
Receipt No.: 9589 0710 5270 3636 0561 10

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff Ariel McGill individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, YELP, INC. through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Shasta County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint