

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MEDHANIE GEBRU, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PLANNED LIFESTYLE SERVICES, INC., a
New Jersey corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. CGC-21-590651

[Assigned to the Hon. Ethan P. Schulman,
Dept. 304]

**FIRST AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE §
2698, ET SEQ.**

DEMAND OVER \$25,000

Complaint Filed: April 5, 2021
Trial Date: Not Set

1 Plaintiff Medhanie Gebru ("Plaintiff"), hereby submits this First Amended PAGA
2 Representative Action Complaint ("Complaint") against Defendant Planned Lifestyle Services,
3 Inc. ("Defendant"), and Does 1-50 (collectively, "Defendants"), on behalf of himself and all
4 other aggrieved employees of Defendants for penalties pursuant to the Private Attorneys General
5 Act, Labor Code § 2698, *et seq.* ("PAGA") for Defendants' violations of the California Labor
6 Code, as follows:

7 INTRODUCTION

8 1. This Complaint is within the Court's jurisdiction under California Labor Code §§
9 201-203, 226(a), 226.7, 512, and 2698, *et seq.*

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against individuals who worked for Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
13 jointly and severally, have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by failing to provide off-duty meal and rest periods,
15 failing to pay all wages owed upon separation of employment, and failing to provide accurate
16 itemized wage statements to Plaintiff and other employees that comply with the California Labor
17 Code.

18 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 have engaged in, among other things a system of willful violations of the California Labor Code
20 by creating and maintaining policies, practices, and customs that knowingly deny employees the
21 above stated rights and benefits.

22 JURISDICTION AND VENUE

23 5. The Court has jurisdiction over the violations of the California Labor Code §§
24 201-203, 226(a), 226.7, 512, and 2698, *et seq.*

25 6. Venue is proper in San Francisco County because Defendants do business in San
26 Francisco County, and Plaintiff worked for Defendants in San Francisco County.

27 PARTIES

28 7. Plaintiff is a former employee of Defendant. Plaintiff was employed by

1 Defendant from in or about August 2019 until on or about January 24, 2021. Throughout his
2 employment with Defendant, Plaintiff worked as a security guard and was a non-exempt, hourly
3 employee.

4 8. Plaintiff was and is the victim of the policies, practices, and customs of
5 Defendants complained of in this action in ways that have deprived him of the rights guaranteed
6 by California Labor Code §§ 201-203, 226(a), 226.7, 512, and 2698, *et seq.*

7 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant was
8 and is a New Jersey corporation doing business in the State of California, and in the County of
9 San Francisco. Plaintiff is informed and believes, and based thereon alleges, that Defendant
10 provides building maintenance, concierge, security, and janitorial services to clients in the State
11 of California.

12 10. Plaintiff is informed and believes, and based thereon alleges, that at all times
13 herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities,
14 individuals, and partnerships, licensed to do business and actually doing business in the State of
15 California. As such, and based upon all the facts and circumstances incident to Defendants'
16 business, Defendants are subject to the California Labor Code.

17 11. Plaintiff does not know the true names or capacities, whether individual, partner
18 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
19 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
20 Complaint when the true names and capacities are known. Plaintiff is informed and believes and
21 based thereon alleges that each of said fictitious defendants were responsible in some way for the
22 matters alleged herein and proximately caused Plaintiff and members of the general public and
23 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

24 12. At all times herein mentioned, each of said Defendants participated in the doing
25 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
26 Defendants, and each of them, were the agents, servants, and employees of each of the other
27 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
28 acting within the course and scope of said agency and employment.

1 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
2 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
3 joint venturer of, or working in concert with each of the other co-Defendants and was acting
4 within the course and scope of such agency, employment, joint venture, or concerted activity.
5 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
6 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
7 Defendants.

8 14. At all times herein mentioned, Defendants, and each of them, were members of,
9 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
10 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

11 15. At all times herein mentioned, the acts and omissions of various Defendants, and
12 each of them, concurred and contributed to the various acts and omissions of each and all of the
13 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
14 herein mentioned, Defendants, and each of them, ratified each and every act or omission
15 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
16 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
17 damages as herein alleged.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

20 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

21 16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
22 though fully set for herein.

23 17. Plaintiff brings this cause of action as a proxy for the State of California and in
24 this capacity, seeks penalties on behalf of all current and former non-exempt employees of
25 Defendants who were assigned to work and/or provided services at any of Defendants' clients'
26 locations in the State of California at any time from August 16, 2019, through the present (the
27 "Aggrieved Employees"), for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7,
28 and 512, arising from Defendants' policy and practice of: (a) failing to provide duty-free rest

1 periods, or pay rest period premiums in lieu thereof, in violation of Labor Code § 226.7; (b)
2 failure to provide duty-free meal periods, or pay meal period premiums in lieu thereof, in
3 violation of Labor Code §§ 226.7 and 512; (c) failure to pay all wages owed upon separation of
4 employment, in violation of Labor Code §§ 201-203; and (d) failure to provide accurate itemized
5 wage statements in violation of Labor Code § 226(a).

6 18. Labor Code § 226.7 requires an employer to provide a duty-free, 10-minute rest
7 period for every 4 hours worked, or major fraction thereof.

8 19. Labor Code §§ 226.7 and 512 requires an employer to provide a duty-free, 30-
9 minute meal period within the first five (5) hours for shifts in excess of five (5) hours per day.
10 An employer has the obligation to provide a second duty-free, 30-minute meal period for shifts
11 in excess of ten (10) hours per day.

12 20. At all relevant times, Defendants failed to provide off-duty meal and rest breaks,
13 or pay premium compensation in lieu thereof, to Plaintiff and Aggrieved Employees as mandated
14 by Labor Code §§ 226.7 and 512. On numerous occasions, Plaintiff worked shifts that lasted
15 over 5 hours for Defendants but was not provided with off-duty 30-minute meal periods. Nor
16 was Plaintiff provided with duty-free 10-minute rest periods for every 3.5 hours worked. Rather,
17 Plaintiff and other Aggrieved Employees were suffered and permitted to work through legally
18 required meal and rest breaks and were denied the opportunity to take their off-duty meal and
19 rest breaks. In this regard, Plaintiff and other Aggrieved Employees were required to remain on-
20 duty on work premises, to keep their employer-issued communication devices on during meal
21 and rest breaks, and to respond to any calls received during said meal and rest breaks. As such,
22 Plaintiff and Aggrieved Employees were denied legally compliant off-duty meal and rest
23 periods, and thus Defendants are responsible for paying premium compensation pursuant to
24 Labor Code §§ 226.7 and 512.

25 21. Although Defendants should have paid meal and rest period premium pay for the
26 non-compliant meal and rest periods, Plaintiff and Aggrieved Employees did not receive said
27 premium pay. Defendants, as a matter of corporate policy and procedure, regularly failed to pay
28 such premium compensation for the off-duty meal and rest periods that Plaintiff and Aggrieved

1 Employees missed.

2 22. Plaintiff and Aggrieved Employees have yet to receive all of the wages owed to
3 them, including the unpaid meal and rest period premium compensation alleged above. As a
4 result of Defendants' failure to pay said meal and rest period premiums owed to Plaintiff and
5 Aggrieved Employees, Plaintiff and Aggrieved Employees did not receive all of their wages
6 owed upon termination of employment. Thus, this violates Labor Code §§ 201-203 as
7 Defendants have failed to pay all wages owed upon separation of employment.

8 23. Lastly, Defendants have failed in their affirmative obligation to provide accurate
9 itemized wage statements in violation of Labor Code § 226(a). Labor Code § 226(a) requires
10 employers to provide itemized wage statements to its employees that identify accurate
11 information, including without limitation, hourly rates of pay, gross wages earned, and net wages
12 earned. Here, as a result of the violations above, the wage statements issued to Plaintiff and
13 Aggrieved Employees identified the incorrect gross wages earned, net wages earned, and
14 premium pay for missed meal and rest breaks, in violation of Labor Code § 226(a).

15 24. On or about February 10, 2021, Plaintiff sent written notice to the California
16 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
17 §§ 201-203, 226(a), 226.7, and 512, pursuant to Labor Code § 2698, *et seq.*, the Private
18 Attorneys General Act ("PAGA"). To date, the LWDA has not responded to Plaintiff's written
19 notice. In addition to the LWDA, Plaintiff also sent his PAGA notice to Defendant via certified
20 mail according to Labor Code § 2699.3.

21 25. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
22 applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7,
23 and 512, for the time period described above, on behalf of himself and other Aggrieved
24 Employees.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf
27 this suit is brought against Defendants, jointly and severally, as follows:

28 1. Upon the First Cause of Action, for the full amount of penalties pursuant to Labor

1 Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees; and

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

3
4 DATED: June 3, 2022

DIVERSITY LAW GROUP, P.C.

5
6 By: 

Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff and Aggrieved Employees

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On June 7, 2022, I served the following document(s) described as: **FIRST AMENDED**
11 **PAGA AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this
12 action as follows:

13 Steven W. Moore
14 swmoore@foxrothschild.com
15 Cody T. Stroman
16 codystroman@foxrothschild.com
17 Fox Rothschild LLP
18 345 California Street, Suite 2200
19 San Francisco, California 94104
20 *Attorneys for Defendant Planned Lifestyle Services, Inc.*

21 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
22 entitled document(s) to be served through the File & ServeXpress E-Filing System at the website
23 www.fileandservexpress.com, addressed to all parties appearing on this proof of service for the
24 above-entitled case. The service transmission was reported as complete and a copy of the filing
25 receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this
26 office.

27 I declare under penalty of perjury under the laws of the State of California that the
28 above is true and correct. Executed on June 7, 2022, at Los Angeles, California.

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Erika Mejia