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

ROSEMARIE SANTOS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

PERSONAL SERVICING SOLUTIONS
LLC, a Nevada limited liability company;
WEEE LOGISTICS INC., a Delaware
corporation; WEEE! INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **CVRI 21 03861**

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000.00

1 Plaintiff Rosemarie Santos (“Plaintiff”) hereby submits this PAGA Representative Action
2 Complaint (“Complaint”) against Defendant Personal Servicing Solutions LLC, Defendant Weee
3 Logistics Inc., Defendant Weee! Inc., and Does 1 through 50 (collectively, “Defendants”), on behalf
4 of herself and all other aggrieved employees of Defendants for penalties pursuant to the Private
5 Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), for Defendants’ violations of the
6 California Labor Code, as follows:

7 **INTRODUCTION**

8 1. This Complaint is within the Court’s jurisdiction under California Labor Code §§
9 201-204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*, and the applicable
10 Wage Orders of the California Industrial Welfare Commission (“IWC”).

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

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
14 and severally, have acted intentionally and with deliberate indifference and conscious disregard to
15 the rights of all employees by failing to pay minimum, regular, and overtime wages for all hours
16 worked, failing to provide off-duty rest breaks or pay rest period premium in lieu thereof, failing to
17 timely pay wages upon separation of employment, failing to provide accurate itemized wage
18 statements, and failing to reimburse business expenses to its employees in the State of California.

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

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over the violations of the California Labor Code §§ 201-
25 204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*, and the applicable IWC
26 Wage Orders.

27 6. Venue is proper in Riverside County, because Defendants are located in Riverside
28 County and Plaintiff worked for Defendants in Riverside County.

PARTIES

7. Plaintiff was employed by Defendants as a cherry picker from in or about December 2020, until on or about January 26, 2021. Throughout her employment with Defendants, Plaintiff worked as a non-exempt employee and was paid hourly.

8. During her employment with Defendants, Plaintiff was required to undergo off-the-clock temperature checks, which were conducted before clocking in to her shift and after clocking out of her shift.

9. During her employment with Defendants, Plaintiff regularly worked shifts of 3.5 hours or more, but was not provided with a duty-free 10-minute rest break. In particular, Plaintiff was required to remain on work premises and attend work meetings during her purported rest breaks.

10. During her employment with Defendants, Plaintiff was required to use her personal cell phone for work-related purposes, including without limitation, to download a mobile application called WEEE for work purposes.

11. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, 2802, and 2698, *et seq.*

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant Personal Servicing Solutions LLC was and is a Nevada limited liability company that maintains operations and does business in the State of California, including in Riverside County, California. Plaintiff is informed and believes, and based thereon alleges, that Personal Servicing Solutions LLC is a staffing agency.

13. Plaintiff is informed and believes, and based thereon alleges, that Defendant Weee Logistics Inc. was and is a Delaware corporation that maintains operations and does business in the State of California, including in Riverside County, California. Plaintiff is informed and believes, and based thereon alleges, that Weee Logistics Inc. is an online Asian and Hispanic grocery retailer.

14. Plaintiff is informed and believes, and based thereon alleges, that Defendant Weee! Inc. was and is a Delaware corporation that maintains operations and does business in the State of

California, including in Riverside County, California. Plaintiff is informed and believes, and based thereon alleges, that Weee! Inc. is an online Asian and Hispanic grocery retailer.

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

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

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

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

19. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and

1 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

2 20. At all times herein mentioned, the acts and omissions of various Defendants, and
3 each of them, concurred and contributed to the various acts and omissions of each and all of the
4 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
5 herein mentioned, Defendants, and each of them, ratified each and every act or omission
6 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
7 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
8 damages as herein alleged.

9 **FIRST CAUSE OF ACTION**

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

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

12 21. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
13 fully set forth herein.

14 22. Plaintiff brings this cause of action as a proxy for the State of California and in this
15 capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from June
16 21, 2020, through the present, for Defendants' violations of Labor Code §§ 201-204, 226, 226.7,
17 510, 558, 1194, 1197, 1197.1, and 2802, arising from Defendants' policy and practice of: (a)
18 failing to pay minimum, regular, and overtime wages for time spent undergoing temperature checks
19 conducted off-the-clock, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1;
20 (b) failing to provide off-duty rest breaks, or pay rest period premium compensation in lieu thereof,
21 in violation of Labor Code §§ 201-203 and 226.7; (c) failing to provide accurate itemized wage
22 statements, in violation of Labor Code § 226(a); and (d) failing to reimburse business expenses, in
23 violation of Labor Code § 2802.

24 23. Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1 require an employer to
25 pay employees regular, minimum, and overtime wages for all hours worked. Defendants failed to
26 comply with the Labor Code by failing to pay all earned regular, minimum, and overtime wages to
27 Plaintiff and Aggrieved Employees. Specifically, Defendants required Plaintiff and Aggrieved
28 Employees to undergo temperature checks that were conducted off-the-clock. In this regard,

1 Plaintiff and Aggrieved Employees had to undergo temperature checks before being allowed to
2 enter work premises at the start of their shifts, before clocking in to their shifts. Similarly,
3 Defendants also required Plaintiff and Aggrieved Employees to undergo temperature checks before
4 being allowed to leave work premises at the end of their shifts, after clocking out of their shifts.
5 Defendants failed to pay Plaintiff and Aggrieved Employees for the time spent undergoing said
6 temperature checks off-the-clock, and thus Plaintiff and Aggrieved Employees were not paid
7 minimum, regular, and overtime wages for all hours worked.

8 24. Additionally, pursuant to Labor Code § 226.7, an employer is required to provide a
9 duty-free, 10-minute rest period for every 4 hours worked, or major fraction thereof. Plaintiff and
10 Aggrieved Employees regularly worked shifts of three and one-half (3.5) hours or more per day,
11 and accordingly had a right to take a 10-minute rest period each day. In addition, Plaintiff and other
12 Aggrieved Employees who worked shifts of seven and one-half (7.5) hours or more per day had a
13 right to take a second 10-minute rest period.

14 25. Specifically, Defendants violated Labor Code § 226.7 by failing to provide off-duty
15 rest periods to Plaintiff and Aggrieved Employees. In particular, Plaintiff and Aggrieved
16 Employees were required to remain on work premises and attend work meetings during their rest
17 breaks. As a result, Plaintiff and Aggrieved Employees remained on-duty during these purported
18 rest breaks and were not paid the premium compensation for missed and/or non-compliant rest
19 breaks pursuant to California law.

20 26. Plaintiff and Aggrieved Employees have yet to receive all of the wages owed to
21 them, including the minimum, regular, and overtime wages and unpaid rest period compensation.
22 As such, Plaintiff and Aggrieved Employees did not receive all of their wages upon termination of
23 employment. Thus, this violates Labor Code §§ 201-203 as Defendants have failed to pay all
24 wages owed upon separation of employment.

25 27. As another violation, Defendants have also failed in their affirmative obligation to
26 provide accurate itemized wage statements to Plaintiff and Aggrieved Employees, in violation of
27 Labor Code § 226(a). Labor Code § 226(a) requires employers to provide itemized wage
28 statements to its employees that identify accurate information, including without limitation, total

1 hours worked by the employee, gross wages earned, net wages earned, and the name and address of
2 the legal entity that is the employer. Here, Plaintiff and Aggrieved Employees were not provided
3 accurate itemized wage statements that listed the requirements under Labor Code § 226(a). In
4 particular, as a result of Defendant's failure to pay wages and rest period violations alleged above,
5 the wage statements issued to Plaintiff and Aggrieved Employees identified the incorrect gross
6 wages earned, net wages earned, and total hours worked.

7 28. As a separate violation of Labor Code § 226(a), the wage statements issued to
8 Plaintiff and Aggrieved Employees also failed to identify the correct address of the legal entity that
9 is the employer, in violation of Labor Code § 226(a)(8). In this regard, Defendants issued wage
10 statements to Plaintiff and Aggrieved Employees that inaccurately identified the employer's address
11 as "606 Red Lake Way, CA 89110." However, said address is incorrect as it does not exist.

12 29. Lastly, Labor Code § 2802 provides that employees are entitled to be indemnified
13 for expenses and losses in the discharge of their duties for their employers. Defendants violated
14 Labor Code § 2802 by regularly failing to reimburse Plaintiff and Aggrieved Employees for the
15 expenses incurred for work-related purposes, including without limitation, costs incurred with the
16 use of personal cell phones. Plaintiff and Aggrieved Employees were required to use their personal
17 cell phones to download and use the mobile application—WEEE—for work-related purposes.
18 However, Defendants failed to provide reimbursement for said costs incurred for work-related
19 purposes.

20 30. On or about June 21, 2021, Plaintiff sent written notice to the California Labor &
21 Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-204,
22 226, 226.7, 510, 558, 1194, 1197, 1197.1, and 2802, pursuant to the PAGA. In addition to the
23 LWDA, Plaintiff also sent her notice to Defendants via certified mail pursuant to Labor Code §
24 2699.3.

25 31. As of the date of the filing of this Complaint, the LWDA has not responded to
26 Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations
27 provided for in the written notice.

28 32. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all

1 applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510,
2 558, 1194, 1197, 1197.1, and 2802, for the time period described above, on behalf of herself and
3 other Aggrieved Employees.

4 **PRAYER FOR RELIEF**

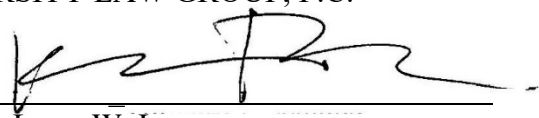
5 1. WHEREFORE, Plaintiff prays for judgment for herself and all others on whose
6 behalf this suit is brought against Defendants, jointly and severally, as follows:

7 2. Upon the First Cause of Action, for the full amount of penalties pursuant to
8 California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

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

10
11 DATED: August 25, 2021

DIVERSITY LAW GROUP, P.C.

12
13 By: 

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Attorneys for Plaintiff and the Aggrieved
Employees