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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

10/09/2025
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BY: SANDRA SCHIRO
Deputy Clerk

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

CRISTIAN HERNANDEZ, an individual,
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

PEOPLE CENTER, INC.; and DOES 1 to
50, inclusive,

Defendants.

Case No.: CGC-25-622335

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Pay Timely Wages Pursuant to Labor Code § 204
3. Failure to Keep Records Pursuant to Labor Code § 1199(c) and Wage Order 4-2001
4. Failure to Provide Meal Periods Pursuant to Labor Code §§ 226.7 and 512
5. Failure to Provide Rest Periods Pursuant to Labor Code § 226.7
6. Violation of Labor Code § 226(a)
7. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
8. Penalties Pursuant to Labor Code § 203
9. Violation of Business & Professions Code § 17200
10. Penalties Pursuant to Labor Code § 2699, *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff CRISTIAN HERNANDEZ, an individual, on behalf of himself, all others
2 similarly situated, complains of Defendant PEOPLE CENTER, INC. (“Defendant”) and each of
3 them, as follows:

4 **I**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
7 Plaintiff and a Proposed Class defined as:

8 All persons who are employed or have been employed as an
9 hourly employee by PEOPLE CENTER, INC. in the State of
10 California since four (4) years prior to the filing of this action
to the present.

11 2. From at least four (4) years prior to the filing of this action continuing to the
12 present, Defendant has had a consistent policy of failing to pay wages and/or overtime to all
13 hourly employees for all work perform at the proper rate of compensation. On a regular and
14 consistent basis, Defendant required Plaintiff and the Proposed Class to perform work “off the
15 clock” without compensation. In addition, Defendant violated California’s overtime laws by
16 failing to correctly calculate the regular rate of pay (i.e., failing to include commissions,
17 bonuses, incentive pay, and other non-discretionary pay in the regular rate calculation). Due to
18 Defendant’s failure to include all required compensation in the regular rate compensation,
19 employees that were paid overtime were not fully paid at the proper rate. This resulted in
20 underpayment of wages and/or overtime. As a result of Defendant’s unlawful policies, Plaintiff
21 and the Proposed Class were not properly paid for all hours worked and were paid at a regular
22 rate less than the rate required under California law.

23 3. From at least four (4) years prior to the filing of this action continuing to the
24 present, Defendant failed to provide paid sick leave to employees, failed to put employees on
25 notice of their paid sick leave rights, failed to maintain accurate records of used sick leave and
26 the balance of employees’ sick leave, and failed to include sick leave balance on employees’
27 wage statements. Further, Defendant did not correctly calculate the rate of pay at which
28 employees should be compensated for their sick leave.

1 4. For at least four (4) years prior to the filing of this action continuing to the
2 present, Defendant has had a consistent policy of failing to timely pay their California
3 employees after the conclusion of each pay period in compliance with Labor Code § 204.

4 5. For at least four (4) years prior to the filing of this action continuing to the
5 present, Defendant has had a consistent policy of failing to keep accurate time records. Wage
6 Order 4-2001 Section 7(A)(3) requires an employer to keep records of when the employee
7 begins and ends each work period and meal periods. Labor Code § 1199(c) requires employers
8 to comply with any order of the commission. As such, Defendant has violated this statute and
9 the Wage Order by failing to keep accurate records.

10 6. For at least four (4) years prior to the filing of this action and continuing to the
11 present, Defendant has had a consistent policy of failing to inform employees of their right to
12 take meal periods and requiring employees within the State of California, including Plaintiff, to
13 work at least five (5) hours without a meal period and failing to pay such employees one (1)
14 hour of pay at the employees' regular rate of compensation for each workday that the meal
15 period is not provided or provided after five (5) hours, as required by California state wage and
16 hour laws.

17 7. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendant has had a consistent policy of failing to inform employees of their right to
19 take rest periods and of failing to provide employees within the State of California, including
20 Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
21 thereof and failing to pay such employees one (1) hour of pay at the employees regular rate of
22 compensation for each workday that the rest period was not provided, as required by California
23 state wage and hour laws.

24 8. For at least four (4) year prior to the filing of this action continuing to the
25 present, Defendant has failed to comply with Labor Code § 226(a) by failing to include
26 necessary and required information on wage statements provided to Plaintiff and the Proposed
27 Class. Defendant failed to include the total hours worked, all applicable hourly rates in effect
28 during the pay period, and the corresponding number of hours worked at each hourly rate by the

1 employee.

2 9. For at least four (4) years prior to the filing of this action and continuing to the
3 present, Defendant has not reimbursed Plaintiff and the Proposed Class the cost and
4 maintenance of their home internet and personal cellphones necessary to perform their job
5 duties during the relevant time period in violation of Labor Code § 2802.

6 10. Based on the allegations alleged above, from at least four (4) years prior to the
7 filing of this action continuing to the present, Defendant has failed to pay all wages due at the
8 time of termination or resignation to Plaintiff and the Proposed Class.

9 11. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
10 pursuant to Labor Code §§ 203, 204, 210, 226(a), 226.7, 245-248.5, 510, 512, 1194, 1197, 1199,
11 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking
12 unpaid wages and/or overtime, proper sick pay, timely payment of wages, accurate
13 recordkeeping, meal break premiums, rest break premiums, penalties for accurate itemized wage
14 statements, reimbursement of expenses, wages upon termination or resignation, other penalties,
15 injunctive and other equitable relief, and reasonable attorney's fees and costs.

16 12. Plaintiff, on behalf of himself and all Proposed Class Members, pursuant to
17 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
18 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

19 13. Plaintiff, on behalf of himself and all members of the Proposed Class, brings this
20 representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant's
21 violation of California Labor Code §§ 203, 204, 210, 226(a), 226.7, 245-248.5, 510, 512, 558,
22 1194, 1197, 1199, and 2802.

23 II

24 **JURISDICTION AND VENUE**

25 14. This Court has subject matter jurisdiction over all causes of action asserted
26 herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil
27 Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in
28 controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted

1 arises under the laws of the State of California or is subject to adjudication in the courts of the
2 State of California.

3 15. This Court has personal jurisdiction over Defendant because Defendant has
4 caused injuries in the County of San Francisco and the State of California through their acts, and
5 by their violation of the California Labor Code, California state common law, and California
6 Business & Professions Code § 17200, *et seq.*

7 16. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
8 Civil Procedure § 395. Defendant operates within California and does business within the
9 County of San Francisco. The unlawful acts alleged herein have a direct effect on Plaintiff and
10 all Proposed Class Members within the State of California and the County of San Francisco.

11 17. This case should be classified as complex according to Rule 3.400 of the
12 California Rules of Court, and assigned to a complex litigation judge and department, as it will
13 involve substantial documentary evidence, a large number of witnesses, and is likely to involve
14 extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
15 and would require substantial post judgment judicial supervision.

16 III

17 PARTIES

18 A. PLAINTIFF

19 18. Plaintiff CRISTIAN HERNANDEZ is a resident of California.

20 19. Plaintiff and the Proposed Class Members were regularly required to:

- 21 a. Work without being paid for all hours worked at the proper rate;
- 22 b. Work without being provided the proper sick pay;
- 23 c. Work without being paid wages in a timely manner;
- 24 d. Work without being supplied accurate time records;
- 25 e. Work without being provided their meal periods;
- 26 f. Work without being provided their rest periods;
- 27 g. Work without Defendant maintaining accurate time records showing

28 when the employee begins and ends each work period, meal periods, and total daily hours

1 worked and work without being provided an accurate itemized wage statement that reflects all
2 deductions from payment of wages and accurately report total hours worked, including when the
3 employee begins and ends each work period, meal periods, and total daily hours worked, and
4 the applicable rates of pay by Plaintiff and Proposed Class Members; and

5 h. Work without being reimbursed for expenses as a condition of
6 employment.

7 20. Defendant willfully failed to compensate Plaintiff and all Proposed Class
8 Members for wages at the termination of their employment with Defendant.

9 21. As a result of this conduct, Defendant has engaged in unfair competition and
10 unlawful business practices.

11 22. Plaintiff, on behalf of himself and all members of the Proposed Class, brings this
12 representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant's
13 violation of California Labor Code §§ 203, 204, 210, 226(a), 226.7, 245-248.5, 510, 512, 558,
14 1194, 1197, 1199, and 2802.

15 **B. DEFENDANTS**

16 23. Defendant PEOPLE CENTER, INC. is believed to be a Delaware corporation
17 operating within the State of California. Defendant's corporate address is believed to be 430
18 California Street, 12th Floor, San Francisco, CA 94104. Upon information and belief, Defendant
19 employed Plaintiff and similarly situated persons as employees within California. Defendant
20 has done and does business throughout the State of California.

21 24. The true names and capacities, whether individual, corporate, associate, or
22 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
23 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
24 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
25 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
26 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names
27 and capacities of the Defendants designated hereinafter as DOES when such identities become
28 known.

1 Defendant did not correctly calculate the rate of pay at which employees should be compensated
2 for their sick leave.

3 30. On a regular and consistent basis, Plaintiff and the Proposed Class were not paid
4 timely at the conclusion of the pay period. Defendant's California employees are paid their
5 earned commission and/or bonus for the month at the end of the following month. As such,
6 Defendant's practice violates Labor Code §§ 204(a), 204(d), and 210.

7 31. On a regular and consistent basis Defendant has had a consistent policy of failing
8 to keep accurate time records. IWC Wage Order 4-2001 and Labor Code specifically require
9 that Defendant maintains time records showing when the employee begins and ends each work
10 period. *See* IWC Wage Order 4-2001(7). Further, meal periods, split shift intervals and total
11 daily hours worked shall also be recorded. *Id.* Here, Defendant's own policies and procedures
12 failed to record the start and stop of each meal period as required by the Wage Order and Labor
13 Code. As a result, it is impossible to determine by Defendant's records if Plaintiff and the
14 Proposed Class received a proper and timely thirty (30) minute uninterrupted meal period.
15 Further, this violates the Wage Order and Labor Code as Defendant failed to record when the
16 employee begins and ends each works period. This is to the detriment of Plaintiff and the
17 Proposed Class.

18 32. Plaintiff and the Proposed Class Members have been forced by Defendant to
19 work over five (5) hours in one day without being provided a thirty (30) minute uninterrupted
20 meal break and not being compensated one (1) hour of pay at the regular rate of compensation
21 for each workday that a meal period was not provided or provided after five (5) hours, all in
22 violation of California labor laws, regulations, and Industrial Welfare Commission Wage
23 Orders. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right
24 to take meal periods by way of a lawful policy.

25 33. Plaintiff and the Proposed Class have been required to work four-hour
26 increments (or major fractions thereof) without being provided with a ten (10) minute rest
27 period. Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right
28 to take rest periods by way of a lawful policy.

1 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
2 community of interest in the litigation and the Proposed Class is easily ascertainable.

3 **A. Numerosity**

4 42. The potential members of the Proposed Class as defined are so numerous that
5 joinder of all the members of the Proposed Class is impracticable. While the precise number of
6 Proposed Class Members has not been determined at this time, Plaintiff is informed and believes
7 that Defendant currently employ, and during the relevant time periods employed 50 to 99
8 members of the Proposed Class at any given time.

9 43. Plaintiff alleges that Defendant's employment records would provide information
10 as to the number and location of all Proposed Class Members. Joinder of all members of the
11 Proposed Class is not practicable.

12 **B. Commonality**

13 44. There are questions of law and fact common to the Proposed Class that
14 predominate over any questions affecting only individual Proposed Class Members. These
15 common questions of law and fact include, without limitation:

16 a. Whether Defendant failed to pay wages to Plaintiff and the Proposed
17 Class as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1197,
18 and 1199;

19 b. Whether Defendant failed to provide the proper sick pay as required by
20 Labor Code §§ 245-248.5;

21 c. Whether Defendant failed to timely pay wages to Plaintiff and the
22 Proposed Class during the course of employment in violation of Labor Code § 204;

23 d. Whether Defendant failed to keep accurate records in violation of Wage
24 Order 4-2001 Section 7(A)(3) and Labor Code § 1199(c);

25 e. Whether Defendant failed to provide all lawful meal periods or pay one
26 hour of wages in lieu thereof statements to Plaintiff and the Proposed Class;

27 f. Whether Defendant failed to provide all lawful rest periods or pay one
28 hour of wages in lieu thereof statements to Plaintiff and the Proposed Class;

g. Whether Defendant violated Labor Code § 226(a) and Wage Order 4-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to issue accurate and complete itemized wage statements;

h. Whether Defendant violated Labor Code § 2802 and/or Wage Order 4-2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost and maintenance of their home internet and personal cellphones necessary to perform their job duties;

i. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class Member's employment with Defendant terminated;

j. Whether Defendant violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged;

k. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*; and

l. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. Typicality

45. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

46. Plaintiff will fairly and adequately represent and protect the interests of the members of the Proposed Class. Counsel who represents Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

47. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not

1 practicable, and questions of law and fact common to the Proposed Class predominate over any
2 questions affecting only individual members of the Proposed Class. Each member of the
3 Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal
4 policy and/or practice of failing to pay wages for all hours worked at the proper rate, failing to
5 provide the proper sick pay, failing to timely wages, failing to provide accurate time records,
6 failing to provide meal periods, failing to provide rest periods, failing to provide accurate
7 itemized wage statements, failing to provide reimbursement of expenses, and failing to pay all
8 wages upon resignation or termination.

9 48. Class action treatment will allow those similarly situated persons to litigate their
10 claims in the manner that is most efficient and economical for the parties and the judicial
11 system. Plaintiff is unaware of any difficulties that are likely to be encountered in the
12 management of this action that would preclude its maintenance as a class action.

13 VI

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES/OVERTIME**

16 **VIOLATION OF LABOR CODE §§ 510, 1194, 1197, AND 1199**

17 49. Plaintiff incorporates each and every allegation set forth in all of the foregoing
18 paragraphs as if fully set forth herein.

19 50. Labor Code § 510(a) states that eight hours of labor constitutes a day's work and
20 any work in excess of eight hours in one workday and any work in excess of 40 hours in any
21 one workweek must be compensated at the rate of no less than one and one-half times the
22 regular rate of pay for an employee. Labor Code §§ 1194 and 1199 require an employer to pay
23 its employees the legal minimum wage and the legal overtime compensation applicable.
24 California law also requires that any compensation, including a bonus, must be included in the
25 regular rate of pay.

26 51. On a regular and consistent basis, Plaintiff and the Proposed Class were not paid
27 for all hours worked at the proper rate of compensation. Defendant required Plaintiff and the
28 Proposed Class to perform work "off the clock" without compensation. Defendant required

1 Plaintiff and the Proposed Class to work before and after their scheduled shift to complete
2 assigned job duties and tasks without the proper compensation. In addition, Defendant violated
3 California's overtime laws by failing to correctly calculate the regular rate of pay (i.e., failing to
4 include commissions, bonuses, incentive pay, and other non-discretionary pay in the regular rate
5 calculation). Due to Defendant's failure to include all required compensation in the regular rate
6 compensation, employees that were paid overtime were not fully paid at the proper rate. This
7 resulted in underpayment of wages and/or overtime. As a result of Defendant's unlawful
8 policies, Plaintiff and the Proposed Class were not properly paid for all hours worked and were
9 paid at a regular rate less than the rate required under California law.

10 52. Plaintiff and the Proposed Class were forced to work on a regular and consistent
11 basis without receiving compensation for all hours worked at the proper rate. Specifically,
12 Plaintiff and the Proposed Class were not paid at the proper overtime rate when they were
13 working more than eight (8) hours in one day or forty (40) hours in one week.

14 53. By their policy of requiring Plaintiff and the Proposed Class to work in excess of
15 eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them
16 at the rate of one-half (1 1/2) their regular rate of pay, Defendant willfully violated the
17 provisions of Labor Code §§ 510, 1194 and 1199.

18 54. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
19 have been deprived of wages and overtime in amounts to be determined at trial, and are entitled
20 to recovery of such amounts, plus interest and penalties thereon, attorney's fees, and costs.

21 VII

22 SECOND CAUSE OF ACTION

23 FAILURE TO TIMELY PAY WAGES PURSUANT TO LABOR CODE § 204

24 55. Plaintiff incorporates each and every allegation set forth in all of the foregoing
25 paragraphs as if fully set forth herein.

26 56. Labor Code § 204(a) states that all wages earned by any person in any
27 employment are due and payable twice during each calendar month. Further, Labor Code
28 § 204(d) requires that employees paid on a weekly, biweekly, or semimonthly basis be paid no

1 later than seven (7) calendar days after the payroll period ends. Defendant's California
2 employees are paid their earned commission and/or bonus for the month at the end of the
3 following month. As such, Defendant's practice violates Labor Code §§ 204(a), 204(d) and
4 210.

5 57. As a proximate result of Defendant's violations of Labor Code § 204, Plaintiff
6 and the Proposed Class have been damaged in an amount according to proof at the time of trial.

7 **VIII**

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO KEEP ACCURATE TIME RECORDS PURSUANT TO**

10 **WAGE ORDER 4-2001 AND LABOR CODE § 1199**

11 58. Plaintiff incorporates each and every allegation set forth in all of the foregoing
12 paragraphs as if fully set forth herein.

13 59. Labor Code § 1199 requires employers to comply with any provision of this
14 chapter or any order or ruling of the commission.

15 60. Wage Order 4-2001 Section 7(A)(3) requires an employer to keep records of
16 when the employee begins and ends each work period and meal periods.

17 61. Defendant failed to keep accurate records of when an employee begins and ends
18 each work period and accurate meal period times. Defendant does not keep these records for
19 Plaintiff and the Proposed Class.

20 62. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
21 are entitled to penalties thereon, attorney's fees, and costs.

22 **IX**

23 **FOURTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO LABOR CODE § 226.7**

25 **AND LABOR CODE § 512**

26 63. Plaintiff incorporates each and every allegation set forth in all of the foregoing
27 paragraphs as if fully set forth herein.

28 64. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of

1 compensation for each meal period the employer fails to provide. Employees are entitled to a
2 first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided
3 within the first five (5) hours of the shift. Defendant failed to maintain a policy informing
4 Plaintiff and the Proposed Class of these rights.

5 65. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.

6 66. Defendant failed to provide Plaintiff and the Proposed Class with proper meal
7 periods of not less than thirty (30) minutes as required by the Labor Code during the relevant
8 time period. When Defendant provided these meal periods, they were often less than thirty (30)
9 minutes in length.

10 67. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
11 damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum
12 to be proven at trial.

13 **X**

14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO ALLOW REST PERIODS PURSUANT TO LABOR CODE § 226.7**

16 68. Plaintiff incorporates each and every allegation set forth in all of the foregoing
17 paragraphs as if fully set forth herein.

18 69. Labor Code § 226.7 require an employer to pay an additional hour (1) of
19 compensation for each rest period the employer fails to provide. Employees are entitled to a
20 paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).
21 Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

22 70. Plaintiff and the Proposed Class consistently worked shifts with no rest breaks or
23 with only some of their required rest breaks, and Defendant failed to maintain an accurate policy
24 advising Plaintiff and the Proposed Class of these rest breaks and failed to provide Plaintiff and
25 the Proposed Class with rest breaks of not less than ten (10) minutes as required by the Labor
26 Code during the relevant time period.

27 71. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
28 damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be

1 proven at trial.

2 **XI**

3 **SIXTH CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE § 226(a)**

5 72. Plaintiff incorporates each and every allegation set forth in all of the foregoing
6 paragraphs as if fully set forth herein.

7 73. California Labor Code § 226(a) requires employers to itemize in wage statements
8 all deductions from payment of wages, the appropriate rates of pay, and to accurately report
9 total hours worked by Plaintiff and the Proposed Class.

10 74. Labor Code § 226(a)(2) requires that the itemized wage statement properly state
11 the total hours worked by the employee. Plaintiff and the Proposed Class are issued wage
12 statements that do not state the total hours worked during the pay period.

13 75. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
14 time of each payment of wages, furnish each of his or her employees, an accurate itemized
15 statement in writing showing all applicable hourly rates in effect during the pay period and the
16 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
17 Proposed Class are issued wage statements that do not include all applicable hourly rates in
18 effect during the pay period and the corresponding number of hours worked at each hourly rate
19 by the employee.

20 76. Defendant's failure to provide accurate itemized wages statements according to
21 Labor Code § 226(a) was all done on a regular and consistent basis.

22 77. An employee suffering injury as a result of a knowing and intentional failure by
23 an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
24 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
25 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
26 exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
27 costs and reasonable attorney's fees.

28 ///

1 XII

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO LABOR CODE § 2802**

4 78. Plaintiff incorporates each and every allegation set forth in all of the foregoing
5 paragraphs as if fully set forth herein.

6 79. Labor Code § 2802 requires employers to indemnify employees for all necessary
7 expenditures incurred by employees in the discharge of their duties.

8 80. Defendant has failed to reimburse Plaintiff and the Proposed Class the cost and
9 maintenance of their home internet and personal cellphones necessary to perform their job
10 duties during the relevant time period.

11 81. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
12 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled
13 to recovery of such amounts, plus interest and penalties thereon, attorney's fees, and costs.

14 XIII

15 **EIGHTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

17 82. Plaintiff incorporates each and every allegation set forth in all of the foregoing
18 paragraphs as if fully set forth herein.

19 83. Numerous members of the Proposed Class including the Plaintiff are no longer
20 employed by Defendant. They were either fired or quit Defendant's employ.

21 84. Defendant's failure to pay wages, as alleged above was willful in that Defendant
22 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
23 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
24 penalty until paid for a period of up to thirty (30) days from the time they were due.

25 85. Defendant has failed to pay Plaintiff and others a sum certain at the time of
26 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
27 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff
28 and the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed

1 Class Members' daily wage multiplied by thirty (30) days.

2 **XIV**

3 **NINTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION PURSUANT TO**

5 **BUSINESS & PROFESSIONS CODE § 17200**

6 86. Plaintiff incorporates each and every allegation set forth in all of the foregoing
7 paragraphs as if fully set forth herein.

8 87. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of
9 himself, on behalf of the general public, and on behalf of the Proposed Class, brings this claim
10 pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged
11 in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the
12 general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the
13 public interest within the meaning of Code of Civil Procedure § 1021.5.

14 88. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution,
16 and other appropriate equitable relief.

17 89. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair
18 business practices.

19 90. California's wage and hour laws express fundamental public policies. Providing
20 employees with proper wages and compensation are fundamental public policies of this State
21 and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to
22 enforce vigorously minimum labor standards, to ensure that employees are not required or
23 permitted to work under substandard and unlawful conditions, and to protect law-abiding
24 employers and their employees from competitors who lower their costs by failing to comply
25 with minimum labor standards.

26 91. Defendant has violated statutes and public policies as alleged herein. Through
27 the conduct alleged in this Complaint, Defendant has acted contrary to these public policies,
28 have violated specific provisions of the Labor Code, and have engaged in other unlawful and

1 unfair business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving
2 Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and
3 privileges guaranteed to all employees under law.

4 92. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
5 violation of § 17200, *et seq.* of the Business & Professions Code.

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

9 94. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
10 others similarly situated have been damaged in a sum as may be proven.

11 95. Unless restrained, Defendant will continue to engage in the unlawful conduct as
12 alleged above. Pursuant to the Business & Professions Code, this court should make such
13 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the
14 use or employment by Defendant, its agents, or employees, of any unlawful or deceptive
15 practices prohibited by the Business & Professions Code, and/or, including but not limited to,
16 restitution and disgorgement of profits which may be necessary to restore Plaintiff and the
17 Proposed Class the money Defendant has unlawfully failed to pay.

18 **XV**

19 **TENTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

21 96. Plaintiff incorporates each and every allegation set forth in all of the foregoing
22 paragraphs as if fully set forth herein.

23 97. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
24 § 2699, *et seq.* because of Defendant's violation of Labor Code §§ 203, 204, 210, 226(a), 226.7,
25 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802, which call for civil penalties.

26 98. For each such violation, Plaintiff and all other aggrieved employees are entitled
27 to penalties in an amount to be shown at the time of trial subject to the following formula:

28 a. \$100 for the initial violation per employee per pay period; and

1 Members' hourly wage for each rest period missed or taken late from at least four (4) years prior
2 to the filing of this action to the present as may be proven;

3 5. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code
4 § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs
5 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
6 exceeding an aggregate penalty of four thousand dollars (\$4,000);

7 6. For compensatory damages in the amount of Plaintiff's and each Proposed Class
8 Members' out of pocket expenses as a requirement of employment;

9 7. For penalties pursuant to Labor Code § 203 for all employees who were
10 terminated or resigned equal to their daily wage times thirty (30) days;

11 8. An award of prejudgment and post judgment interest;

12 9. An order enjoining Defendant and its agents, servants, and employees, and all
13 persons acting under, in concert with, or for it from providing Plaintiff and the Proposed Class
14 with proper wages and/or overtime, timely payment of wages, accurate time records, meal
15 periods, rest periods, accurate itemized wage statements, reimbursement of expenses, and wages
16 upon termination/resignation pursuant to Labor Code §§ 203, 204, 210, 226(a), 226.7, 245-
17 248.5, 510, 512, 1194, 1197, 1199, 2802, and IWC 4-2001;

18 10. For restitution for unfair competition pursuant to Business & Professions Code
19 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

20 11. For penalties and other relief pursuant to Labor Code § 2699, *et seq.*;

21 12. An award providing for payment of costs of suit;

22 13. An award of attorney's fees; and

23 14. Such other and further relief as this Court may deem proper and just.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

26 DATED: October 9, 2025

LAW OFFICES OF DARREN M. COHEN, APC

27 By: 
28 DARREN M. COHEN

Attorneys for Plaintiff and the Proposed Class

EXHIBIT 1

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Wed 2/12/2025 2:41 PM
To D Cohen Legal <darren@dcohenlegal.com>

2/12/2025

LWDA Case No. LWDA-CM-1079577-25
Law Firm : Law Offices of Darren M. Cohen, APC
Plaintiff Name : Cristian Hernandez
Employer: People Center, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 2

LAW OFFICES OF DARREN M. COHEN

A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436
Telephone (310) 200-7893 FAX (818) 990-2903

February 12, 2025

PAGAFilings@dir.ca.gov
<https://dir.tfaforms.net/308>

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

PEOPLE CENTER, INC.
430 California Street, 12th Floor
San Francisco, CA 94104
Certified Mailing: # 9589 0710 5270 0098 9291 12

Re: Cristian Hernandez v. People Center, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Cristian Hernandez ("Plaintiff") for the violations of California Labor Code §§ 203, 226(a), 226.7, 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et seq.* We herein set forth the facts and theories of California Labor Code violations, which we allege People Center, Inc. ("Defendant") engaged in with respect to our client and all of their California employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by People Center, Inc. in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present ("aggrieved employees").

Specifically, Defendant has violated Labor Code §§ 510, 1194 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and the aggrieved employees for all hours worked and at the proper rate. On a regular and consistent

LABOR & WORKFORCE DEVELOPMENT AGENCY
PEOPLE CENTER, INC.

California Labor Code § 2699 Penalties

February 12, 2025

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basis, Defendant required Plaintiff and the aggrieved employees to perform work “off the clock” without compensation. Defendant required Plaintiff and the aggrieved employees to work before and after their scheduled shift to complete assigned job duties and tasks without the proper compensation. In addition, Defendant violated California’s overtime laws by failing to correctly calculate the regular rate of pay (i.e., failing to include commissions, bonuses, incentive pay, and other non-discretionary pay in the regular rate calculation). Defendant issued commission and/or incentive pay to Plaintiff and the aggrieved employees. However, Defendant failed to include any such commission and/or incentive pay in Plaintiff’s and the aggrieved employees’ regular rate of pay in pay periods where they also worked overtime. Due to Defendant’s failure to include all required compensation in the regular rate compensation, employees that were paid overtime were not fully paid at the proper rate. As a result of Defendant’s unlawful policies, Plaintiff and the aggrieved employees were not properly paid for all hours worked and were paid at a regular rate less than the rate required under California law. This resulted in underpayment of wages and/or overtime

Also, Defendant has violated Labor Code §§ 245-248.5. Plaintiff alleges that Defendant failed to provide paid sick leave to employees, failed to put employees on notice of their paid sick leave rights, failed to maintain accurate records of used sick leave and the balance of employees’ sick leave, and failed to include sick leave balance on employees’ wage statements. Plaintiff further alleges that Defendant did not correctly calculate the rate of pay at which employees should be compensated for their sick leave.

Further, Defendant has engaged in the practice of untimely compensating their employees following the conclusion of each pay period, in violation of Labor Code §§ 204 and 210. Labor Code § 204(a) states that all wages earned by any person in an employment are due and payable twice during each calendar month. Also, Labor Code § 204(d) requires that employees paid on a weekly, biweekly, or semimonthly basis be paid no later than seven (7) calendar days after the payroll period ends. Defendant’s aggrieved employees are paid their earned commission and/or bonus for the month at the end of the following month. Thus, Defendant’s practice violates Labor Code §§ 204(a), 204(d), and 210.

Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of time worked and meal periods. Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission’s orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of time worked and meal periods for Plaintiff and the aggrieved employees. As such, Defendant has violated this statute and the Wage Order by failing to keep accurate records.

Also, Defendant has violated Labor Code § 512. Labor Code § 512 states that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes. Additionally, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes. Pursuant

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PEOPLE CENTER, INC.

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February 12, 2025

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to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty-minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner. Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendant required Plaintiff and the aggrieved employees to work shifts without providing them with meal periods. When employees were required to work through meal periods, Defendant failed to pay such employees one hour of pay at their regular rate of compensation.

Further, pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to provide Plaintiff and the aggrieved employees with these rest periods and failed to inform them of their right to rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages at their regular rate of compensation for each missed rest period as required by Labor Code § 226.7.

Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing a number of specific items. Labor Code § 226(a)(2) requires that the itemized wage statement properly state the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not state the total hours worked during the pay period. Labor Code § 226(a)(9) requires that the itemized wage statement properly state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the applicable regular rate, overtime rate, and double time rates. In addition, Plaintiff and the aggrieved employees are issued wage statements that do not include the correct number of hours worked at each applicable hourly rate and do not include meal/rest period premiums. As such, Defendant has violated Labor Code § 226(a) with respect to Plaintiff and the aggrieved employees.

In addition, Labor Code § 2802 and Wage Order 4-2001 require employers to indemnify employees for all necessary expenditures incurred by employees in the discharge of their duties. Defendant has failed to properly reimburse Plaintiff and aggrieved employees the cost of using and maintaining their home internet and personal cellphones. These expenses were incurred as a necessary part of the performance of Plaintiff's and the aggrieved employees' job duties. As such, Defendant violated Labor Code § 2802.

Lastly, Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not timely paid all wages due upon their separation from Defendant's employ as required.

As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.

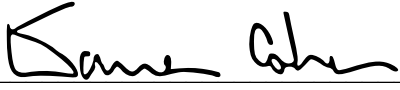
Defendant's failure to provide wages and/or overtime, failure to pay timely wages, failure to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure to provide compliant itemized wage statements, failure to reimburse expenses, and failure to pay all wages upon termination/resignation were all done on a regular and consistent basis.

Under Labor Code § 2699.3, Defendant, if it employed fewer than 100 employees in total during the relevant time period, may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, may submit to the LWDA a confidential proposal to cure one or more of the alleged violations, specifying which of the alleged violations it proposes to cure.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 203, 204, 210, 226(a), 226.7, 245-248.5, 510, 512, 558, 1194, 1197, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

LAW OFFICES OF DARREN M. COHEN, APC

By: 
DARREN M. COHEN

DMC/mt

LWDA Filed Electronic Submission via <https://dir.tfaforms.net/308>
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
PEOPLE CENTER, INC. # 9589 0710 5270 0098 9291 12