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As an individual and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

MARIA GUADALUPE HERNANDEZ, as
an individual on behalf of herself and on
behalf of all others similarly situated,

Plaintiff,

v.

YZER, LLC, a Florida limited liability
company; PEOPLEASE LLC, a South
Carolina limited liability company; and
DOES 1-100, inclusive,

Defendants.

Case No.: 23CV025345

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. Recovery of Unpaid Minimum Wages and Liquidated Damages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods or Compensation in Lieu Thereof**
- 4. Failure to Provide Rest Periods or Compensation in Lieu Thereof**
- 5. Violations of Labor Code Section 226**
- 6. Failure to Timely Pay All Wages Due Upon Separation of Employment**
- 7. Failure to Reimburse Business Expenses**
- 8. Unfair Competition and**
- 9. Violation of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff, MARIA GUADALUPE HERNANDEZ (“PLAINTIFF”), an individual on behalf
2 of herself, similarly situated Class Members (as defined below), Aggrieved Employees (defined
3 below) and the State of California, hereby files this Second Amended Complaint against Defendants
4 YZER, LLC, a Florida limited liability company; PEOPLEASE LLC, a South Carolina limited
5 liability company; and DOES 1-100, inclusive, (collectively referred to herein as
6 “DEFENDANTS”). PLAINTIFF is informed and believes and thereon alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. This court possesses original subject matter jurisdiction over this matter. Venue is
9 proper in the County of Alameda pursuant to California Code of Civil Procedure section 395.5
10 because DEFENDANTS transact business within this judicial district, DEFENDANT YZER, LLC
11 maintains its principal place of business within the County of Alameda and some of the acts,
12 omissions, and conduct alleged by PLAINTIFF herein occurred in this this judicial district. *See also*
13 *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a
14 PAGA action is proper in any county where the defendants committed Labor Code violations against
15 some of its employees).

16 **THE PARTIES**

17 2. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
18 California and a citizen of the State of California. PLAINTIFF was employed by DEFENDANTS
19 in the State of California as a non-exempt employee.

20 3. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee.
21 PLAINTIFF worked for DEFENDANTS as a delivery driver and/or similar title(s) from in or around
22 July 2021 through on or about August 15, 2022. PLAINTIFF worked for DEFENDANTS out of
23 DEFENDANTS’ facility located in Santa Fe Springs, California, with routes including but not
24 limited to, in City of Industry, Commerce, and Santa Fe Springs, California. PLAINTIFF regularly
25 worked at least eight (8) hours per day, at least (5) days per week. DEFENDANTS paid PLAINTIFF
26 an hourly rate for time counted by DEFENDANTS as hours worked.

27 4. DEFENDANTS are either a Florida limited liability company and/or a South
28 Carolina limited liability company that, at all relevant times, were authorized to do business within

1 the State of California and are doing business in the State of California.

2 5. YZER, LLC owns, operates and/or otherwise manages a logistics company
3 specializing in, including but not limited to, courier services and/or the delivery of pharmaceuticals,
4 office supplies, auto parts, among other goods.¹

5 6. PEOPLEASE LLC owns, operates and/or otherwise manages a company that
6 supplies labor and human resources to businesses, including but not limited to, YZER LLC.²
7 DEFENDANTS own, operate and/or otherwise manage facilities, and/or locations in California
8 including but not limited to facilities in San Diego, City of Industry and Santa Fe Springs, California.

9 7. The true names and capacities of the DOE Defendants sued herein as DOES 1
10 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
11 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
12 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
13 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
14 become known.

15 8. PLAINTIFF is further informed and believes that, at all relevant times, each
16 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
17 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
18 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
19 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
20 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
21 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
22 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
23 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
24 controlled, aided and abetted the conduct of all other Defendants.

25 **JOINT LIABILITY**

26 9. Under California law, the definition of the terms “to employ” are broadly construed
27

28 ¹ See <https://yzerco.com/opportunities/> (Last visited on January 5, 2023).

² See <https://www.peoplease.com/our-company/> (Last visited on January 5, 2023)

1 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
2 exercise control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3)
3 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
4 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
5 was to reach situations in which multiple entities control different aspects of the employment
6 relationship. Supervision of the work, in the specific sense of exercising control over how services
7 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
8 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
9 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
10 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
11 California, applying a less stringent standard to what constitutes sufficient control by a business
12 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
13 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
14 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
15 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
16 employment,” *Id.* at 875 [emphasis added].

17 10. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the Class
18 Members (defined below) were jointly employed by DEFENDANTS for purposes of the Wage
19 Orders, under the alternative definitions of “to employ” adopted by the California Supreme Court
20 in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages,
21 hours and working conditions of PLAINTIFF and the Class Members and Aggrieved Employees;
22 (2) suffered or permitted PLAINTIFF and Class Members and Aggrieved Employees to work for
23 them; and (3) engaged PLAINTIFF and Class Members and Aggrieved Employees to work for them.

24 11. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
25 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
26 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
27 across all of their locations/facilities and subjected all of the Class Members and Aggrieved
28 Employees to these same policies and practices regardless of the location(s) where they worked.

1 Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in,
2 and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common
3 management, who have control over the day-to-day operations and employment matters, including
4 the power to hire and fire, set schedules, issue employee policies, and determine rates of
5 compensation across its locations in California; (3) DEFENDANTS utilize the same policies and
6 procedures for all California employees, including issuing the same employee handbooks and other
7 form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel
8 and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

9 12. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
10 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Class Members
11 and Aggrieved Employees upon whose behalf PLAINTIFF brings these allegations and causes of
12 action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the Class
13 Members and Aggrieved Employees' wages, hours and working conditions, and/or suffered or
14 permitted PLAINTIFF and the Class Members and Aggrieved Employees to work so as to be
15 considered the joint employers of PLAINTIFF and the Class Members and Aggrieved Employees.

16 13. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
17 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
18 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
19 working conditions that were distributed to, and/or applied to PLAINTIFF and the Class Members
20 and Aggrieved Employees, and further that DEFENDANTS uniformly compensated and controlled
21 the wages of PLAINTIFF and the Class Members and Aggrieved Employees in a uniform manner.
22 DEFENDANTS collectively represented to PLAINTIFF and the Class Members and Aggrieved
23 Employees that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS
24 collectively retained the right to terminate PLAINTIFF's and Class Members and Aggrieved
25 Employees' employment with or without cause. Upon information and belief, DEFENDANTS
26 further collectively represented to PLAINTIFF and Class Members and Aggrieved Employees in
27 writing the details of their compensation, and the manner in which they were to take meal and rest
28 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked

1 and the policies applicable to PLAINTIFF and Class Members and Aggrieved Employees by which
2 DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and Class Members and
3 Aggrieved Employees.

4 14. Moreover, based on information and belief, PEOPLEASE LLC hired PLAINTIFF
5 and entered into a written employment agreement with PLAINTIFF. During PLAINTIFF's
6 employment, PEOPLEASE LLC maintained control over many aspects of PLAINTIFF's
7 employment, including, among other things, having the authority to discipline PLAINTIFF, change
8 PLAINTIFF's job assignment, change PLAINTIFF's work hours, change PLAINTIFF's rates of pay,
9 and to terminate PLAINTIFF's employment.

10 15. In addition, when PLAINTIFF was first hired, PEOPLEASE LLC provided
11 PLAINTIFF with orientation and training materials. PEOPLEASE LLC issued PLAINTIFF written
12 policies concerning meal periods, rest breaks, timekeeping, hours worked, and payment of
13 PLAINTIFF's wages, with which PLAINTIFF was required to comply. Based on information and
14 belief, among other things, these policies provided that PLAINTIFF's weekly time records be
15 submitted to PEOPLEASE LLC, and PEOPLEASE LLC was supposed to process PLAINTIFF's
16 time records and pay PLAINTIFF for all hours worked. PEOPLEASE LLC exercised ultimate
17 control over the payment of PLAINTIFF's wages, as PEOPLEASE LLC issued PLAINTIFF her
18 paychecks. Finally, PEOPLEASE LLC directed PLAINTIFF to comply with YZER, LLC's policies
19 and directions. PLAINTIFF is informed and believes that PEOPLEASE LLC exercised the same
20 control over, applied the same policies and practices, and engaged in the same acts and omissions
21 with regard to the other class members.

22 16. YZER, LLC similarly suffered or permitted PLAINTIFF to work for them or
23 engaged PLAINTIFF to work for them. PLAINTIFF is informed and believes that YZER, LLC
24 entered into a written agreement with PEOPLEASE LLC, pursuant to which YZER, LLC paid
25 PEOPLEASE LLC to provide it with workers, including PLAINTIFF, to conduct YZER, LLC's
26 business operations - namely, to work in YZER, LLC's warehouses and/or as drivers for its courier
27 service/logistics business. YZER, LLC suffered or permitted PLAINTIFF to work at YZER, LLC
28 and for the entirety of PLAINTIFF's employment.

1 17. YZER, LLC further exercised control over PLAINTIFF's wages, hours and working
2 conditions. YZER, LLC also: (1) set PLAINTIFF's work hours and provided PLAINTIFF with
3 PLAINTIFF's work schedule; (2) provided PLAINTIFF with policies regarding meal periods and
4 rest breaks, with which PLAINTIFF was required to comply; (3) directly supervised PLAINTIFF's
5 work through its employees; (4) assigned PLAINTIFF job duties and trained PLAINTIFF on said
6 job duties; (5) exercised authority to reprimand and counsel PLAINTIFF regarding any work
7 performance and other issues; (6) exercised authority to end PLAINTIFF's work assignment at any
8 time, which essentially equated to a termination of employment as PLAINTIFF was not guaranteed
9 any other job assignments; (7) required PLAINTIFF to use its timekeeping system for purposes of
10 recording time worked; (8) determined whether and when PLAINTIFF would receive meal periods
11 and rest breaks; (9) subjected PLAINTIFF to unlawful schedules for taking meal periods and rest
12 breaks; and, (10) was responsible for recording when PLAINTIFF began and ended work shifts. On
13 information and belief, YZER, LLC issued further written policies and practices and guidelines
14 governing PLAINTIFF's working conditions with which PLAINTIFF was required to comply.
15 PLAINTIFF is informed and believes that YZER, LLC exercised the same control over, applied the
16 same policies and practices, and engaged in the same acts and omissions with regard to the other
17 Class Members and Aggrieved Employees.

18 18. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
19 and working conditions of PLAINTIFF and Class Members and Aggrieved Employees. As such,
20 DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and
21 the Class Members and Aggrieved Employees' employment, including the instrumentality that
22 resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

23 19. PLAINTIFF is informed and believes that DEFENDANTS exercised the same
24 control over, applied the same policies and practices, and engaged in the same acts and omissions
25 with regard to the other Class Members and Aggrieved Employees.

26 **CLASS ALLEGATIONS**

27 20. PLAINTIFF brings this action on behalf of herself, and all others similarly situated
28

1 as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF seeks to
2 represent are defined as follows based on the following subclasses and referred to collectively as
3 the “Class Members”:

- 4 i. PEOPLEASE LLC Direct Hires Class: All non-exempt workers who were directly
5 employed by PEOPLEASE LLC – regardless of where those non-exempt workers were
6 assigned or staffed to work – in California at any time within the four years prior to the
7 filing of the initial complaint.
- 8 ii. YZER, LLC Temporary Hires Class: All non-exempt workers who were assigned/staffed
9 to work at YZER, LLC by PEOPLEASE LLC and/or any other staffing/temporary service
10 agencies in California at any time within the four years prior to the filing of the initial
11 complaint.
- 12 iii. YZER, LLC Direct Hires Class: All non-exempt workers who were directly employed by
13 YZER, LLC in California at any time within the four years prior to the filing of the initial
14 complaint.
 - 15 a. Numerosity. While the exact number of Class Members is unknown to
16 PLAINTIFF at this time, the Class is so numerous that the individual joinder of
17 all members is impractical under the circumstances of this case. PLAINTIFF is
18 informed and believes the Class consists of at least 100 individuals.
 - 19 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
20 because common questions of law and fact predominate over individual issues.
21 Common questions include, but are not limited to, the following: (1) whether
22 DEFENDANTS understated hours worked and failed to pay all amounts due to
23 PLAINTIFF and the Class Members for wages earned, including minimum and
24 overtime wages, under California law; (2) whether DEFENDANTS provided
25 PLAINTIFF and the Class Members with all meal periods or premium payments
26 in lieu thereof in compliance with California law; (3) whether DEFENDANTS
27 provided PLAINTIFF and the Class Members with all rest periods or premium
28 payments in lieu thereof, in compliance with California law; (4) whether

1 DEFENDANTS provided PLAINTIFF and Class Members with accurate,
2 itemized wage statements in compliance with California law, displaying,
3 including but not limited to, the total hours worked during the pay period; (5)
4 whether DEFENDANTS failed to produce and/or allow access to employment
5 records within the time limits prescribed under California law; (6) whether
6 DEFENDANTS timely paid PLAINTIFF and the Class Members all wages due
7 upon separation of employment; (7) whether DEFENDANTS failed to
8 reimburse PLAINTIFF and the Class Members for all business expenses; and
9 (8) whether DEFENDANTS violated California Business and Professions Code
10 sections 17200, *et seq.*

- 11 c. Ascertainable Class. The proposed Class is ascertainable as members can be
12 identified and located using information in DEFENDANTS' business, payroll
13 and personnel records.
- 14 d. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
15 PLAINTIFF suffered a similar injury as members of the Class as a result of
16 DEFENDANTS' common practices regarding, *inter-alia*, failure to calculate
17 and pay all owed minimum and overtime wages, failure to provide proper meal
18 periods and rest periods or premium compensation in lieu thereof, failure to
19 provide accurate wage statements, failure to timely produce and/or allow access
20 to employment records, failure to reimburse business expenses, and failure to
21 timely pay all wages due upon separation of employment.
- 22 e. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
23 Class Members. PLAINTIFF has no interests adverse to the interests of the other
24 Class Members. Counsel who represent PLAINTIFF are competent and
25 experienced in litigating similar class action cases and are California lawyers in
26 good standing. Counsel for PLAINTIFF have the experience and resources to
27 vigorously prosecute this case.
- 28 f. Superiority. A class action is superior to other available means for the fair and

1 efficient adjudication of this controversy since individual joinder of all members
2 of the class is impractical. Class action treatment will permit a large number of
3 similarly situated persons to prosecute their common claims in a single forum
4 simultaneously, efficiently, and without the unnecessary duplication of effort
5 and expense that numerous individual actions would engender. Furthermore, as
6 the damages suffered by each individual member of the Class may be relatively
7 small, the expenses and burden of individual litigation would make it difficult
8 or impossible for individual members of the Class to redress the wrongs done to
9 them, while an important public interest will be served by addressing the matter
10 as a class action. The cost to the court system of adjudication of such
11 individualized litigation would be substantial. Individualized litigation would
12 also present the potential for inconsistent or contradictory judgments. Finally,
13 the alternative of filing a claim with the California Labor Commissioner is not
14 superior, given the lack of discovery in such proceedings, the fact that there are
15 fewer available remedies, and the losing party has the right to a trial de novo in
16 the Superior Court.

17 **FACTUAL AND LEGAL ALLEGATIONS**

18 21. During the relevant period, PLAINTIFF, and each of the Class Members and
19 Aggrieved Employees worked for DEFENDANTS in the State of California. At all times referenced
20 herein, DEFENDANTS exercised control over PLAINTIFF and Class Members and Aggrieved
21 Employees, and suffered and/or permitted them to work.

22 22. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee.
23 PLAINTIFF worked for DEFENDANTS as a delivery driver and/or similar title(s) from in or around
24 July 2021 through on or about August 15, 2022. PLAINTIFF worked for DEFENDANTS out of
25 DEFENDANTS' facility located in Santa Fe Springs, California, with routes including but not
26 limited to in City of Industry, Commerce, and Santa Fe Springs, California. PLAINTIFF regularly
27 worked at least eight (8) hours per day, at least (5) days per week. At all relevant times, PLAINTIFF
28 was a non-exempt employee that was paid on an hourly basis for time counted by DEFENDANTS

1 as hours worked.

2 23. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
3 PLAINTIFF and Class Members and Aggrieved Employees for all hours worked, resulting in the
4 underpayment of minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF
5 and Class Members and Aggrieved Employees for all hours worked by virtue of, DEFENDANTS'
6 automatic deduction and time rounding policies, and failure to relieve employees of all
7 duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or
8 improper meal periods, as explained below. For example, DEFENDANTS performed an automatic
9 thirty-minute deduction per shift for meal periods that were cut short, interrupted and/or worked
10 through completely. For instance, PLAINTIFF was rarely, if ever, able to take a thirty-minute off-
11 duty meal period during her employment, however, DEFENDANTS deducted thirty minutes of time
12 per shift as though PLAINTIFF had been afforded a thirty-minute off-duty meal period per shift
13 when she had not, resulting in the consistent underpayment of wages owed to PLAINTIFF.

14 24. Based on information and belief, DEFENDANTS implemented a policy and/or
15 practice of rounding meal period start and end times and/or automatically deducting at least thirty
16 minutes per shift for meal periods, despite having actual and/or constructive knowledge that
17 PLAINTIFF and other Class Members and Aggrieved Employees were subject to DEFENDANTS'
18 control during purported meal periods and/or were otherwise not afforded lawful meal periods,
19 depriving PLAINTIFF and Class Members and Aggrieved Employees of all wages owed.

20 25. Based on information and belief, Class Members and Aggrieved Employees were
21 not paid for all hours worked, as required by Labor Code §§ 1182.12, 1194 *et seq.*, 1197 *et seq.* and
22 applicable IWC wage orders, due to DEFENDANTS' policy and/or practice of rounding time entries
23 or paying according to scheduled hours worked instead of actual time worked, and/or mandated off-
24 the clock work policies and/or practices. For example, at times PLAINTIFF was required to
25 complete work tasks before clocking in for work and/or after clocking out of work, including but
26 not limited to completing deliveries and/or tasks related to completing deliveries as DEFENDANTS
27 did not want PLAINTIFF to continue working overtime hours. As such, PLAINTIFF was at times,
28 forced to complete her work tasks off-the-clock in order to avoid and/or reduce the number of

1 overtime hours worked. DEFENDANTS knew that the assigned workload would require
2 PLAINTIFF to work well over eight hours in a shift and knew when PLAINTIFF worked off-the-
3 clock in order to complete assigned deliveries, yet failed to pay PLAINTIFF for all hours worked.

4 26. Based on information and belief, DEFENDANTS engaged in systemic time record
5 manipulation to shave time worked off PLAINTIFF and other Class Members and Aggrieved
6 Employees' workdays, by, for example, editing electronic time records to delete portions of total
7 hours worked or otherwise understate actual hours worked by PLAINTIFF and other Class Members
8 and Aggrieved Employees. For example, PLAINTIFF reports that during including but not limited
9 to the month of January 2022, she consistently worked an average of at least 8 ½ to ten hours per
10 day, but DEFENDANTS would only compensate PLAINTIFF for up to her scheduled eight hours
11 per day.

12 27. Based on information and belief, DEFENDANTS required Class Members and
13 Aggrieved Employees to undergo security checks/temperature screenings and/or were required to
14 stand in employee lines/undergo other waiting time to access DEFENDANTS' electronic time
15 keeping system prior to clocking in for the start of their shifts, before clocking back in from meal
16 periods and/or after clocking out for their shifts, resulting in uncompensated work time, and the
17 underpayment of wages owed to Class Members and Aggrieved Employees, in violation of
18 California's minimum wage laws.

19 28. Based on information and belief, PLAINTIFF and other Class Members and
20 Aggrieved Employees were required to perform other off-the-clock work for which they were not
21 compensated. For example, based on information and belief, before starting a shift and clocking in
22 for a shift, Class Members and Aggrieved Employees were required to perform work off-the-clock.
23 For example, at times, based on information and belief, DEFENDANTS required Class Members
24 and Aggrieved Employees to perform pre-trip inspections and/or complete other work tasks before
25 clocking in for a shift. This work time was completed off-the-clock/outside of the scheduled shift
26 and was uncompensated resulting in unpaid wages owed to Class Members and Aggrieved
27 Employees, in violation of California's minimum wage laws.

28 29. Based on information and belief, at times, DEFENDANTS' electronic employee

1 time-keeping system malfunctioned such that Class Members and Aggrieved Employees were
2 required to either reinitiate and/or otherwise troubleshoot the system prior to being able to clock in
3 and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal
4 periods, resulting in off-the-clock work and the underpayment of wages owed to Class Members
5 and Aggrieved Employees. Based on information and belief, Class Members and Aggrieved
6 Employees experienced the same issues when clocking out for shifts and/or back in for meal periods.
7 This time spent under DEFENDANTS' control was not recorded and not compensated and resulted
8 in unpaid minimum wages owed to Class Members and Aggrieved Employees.

9 30. Based on information and belief, DEFENDANTS at times required/requires Class
10 Members and Aggrieved Employees to travel between DEFENDANTS' facility locations and/or
11 between job sites without compensating Class Members and Aggrieved Employees for the travel
12 time.

13 31. Based on information and belief, DEFENDANTS failed to pay Class Members and
14 Aggrieved Employees for time they were required to spend completing orientation, policy
15 questionnaires, training, obtaining certifications, completing required classes and/or testing, and/or
16 time spent completing the onboarding process including but not limited to reviewing various
17 documents and policies provided by DEFEDANTS. Based on information and belief, this work time
18 was completed off-the-clock and was not compensated.

19 32. Based on further information and belief, DEFENDANTS implemented a time-
20 rounding system that as applied systematically deprived PLAINTIFF and other Class Members and
21 Aggrieved Employees of compensable time because the time-rounding system implemented by
22 DEFENDANTS would almost always, if not always, result in understating actual compensable work
23 time. For example, DEFENDANTS' issued wage statements and/or pay records evidence rounding
24 to at least the nearest quarter, half and/or whole hour. For instance, DEFENDANTS' issued wage
25 statement and/or pay record for PLAINTIFF for pay period beginning on 1/10/22 and ending
26 1/16/22 shows exactly 39.00 hours worked; DEFENDANTS' issued wage statement and/or pay
27 record for pay period beginning 1/17/22 and ending 1/23/22 also shows exactly 39.00 hours worked;
28 DEFENDANTS' issued wage statement and/or pay record for pay period beginning 1/31/22 and

1 ending 2/6/22 shows precisely 32.00 hours worked; DEFENDANTS' issued wage statement and/or
2 pay record for pay period beginning 2/7//22 and ending 2/13/22 shows exactly 39.00 hours worked;
3 DEFENDANTS' issued wage statement and/or pay record for pay period beginning 2/14/22 and
4 ending 2/20/22 also shows exactly 39.00 hours worked. Based on information and belief,
5 DEFENDANTS rounded to at least the nearest quarter, half and/or whole hour, PLAINTIFF and
6 other Class Members and Aggrieved Employees' total hours worked during most if not all pay
7 periods, resulting in the consistent underpayment of wages owed to PLAINTIFF and other Class
8 Members and Aggrieved Employees.

9 33. DEFENDANTS' failure to pay for all time worked by virtue of its time rounding,
10 auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal
11 periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of
12 minimum wages owed to PLAINTIFF and Class Members and Aggrieved Employees as well as
13 unpaid overtime wages for those Class Members and Aggrieved Employees who worked more than
14 eight (8) hours in a day and/or more than forty (40) hours in a week.

15 34. Based on information and belief, DEFENDANTS had actual and/or constructive
16 knowledge that its time rounding policies/practices, auto-deduction policies and practices, failure to
17 provide lawful meal periods (as described below) and/or other off-the-clock work resulted in the
18 underpayment of minimum wages owed to PLAINTIFF and other Class Members and Aggrieved
19 Employees, in violation of California's minimum and overtime wage laws.

20 35. Based on information and belief, DEFENDANTS failed and continue to fail to pay
21 Class Members and Aggrieved Employees two times their regular rate of pay for time worked
22 beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh
23 consecutive day of work in a work week, in violation of California's overtime laws.

24 36. Based on information and belief, DEFENDANTS failed to incorporate all non-
25 discretionary remuneration, including but not limited to, shift differential pay, bonus/incentive pay,
26 multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to
27 calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
28 wages owed to PLAINTIFF and other Class Members and Aggrieved Employees.

1 37. **Meal Period Violations.** PLAINTIFF and other Class Members and Aggrieved
2 Employees consistently worked shifts of at least five and one-half hours or more, entitling them to
3 at least one meal period. However, PLAINTIFF and other Class Members and Aggrieved
4 Employees would not receive legally compliant thirty (30) minute first and second meal periods.
5 Based on information and belief, Class Members and Aggrieved Employees were consistently
6 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
7 late meal periods, interrupted meal periods, and/or work through part or all their meal periods due
8 to understaffing, the nature and constraints of their job duties and/or commentary from supervisors
9 pressuring them to take non-compliant meal periods or skip meal periods completely. For example,
10 PLAINTIFF was consistently pressured to complete deliveries within specified time windows
11 and/or complete deliveries and/or routes faster and was instructed by her supervisor not to stop/pull
12 over her vehicle to take meal periods and that it was against company policy for her to stop the
13 vehicle anywhere other than at her scheduled pickup and drop off locations. Due to the pressure to
14 complete assigned worked duties and/or explicit instruction from management to remain on duty at
15 all times during her shifts and/or until the completion of her route, PLAINTIFF was rarely, if ever,
16 able to take a timely, uninterrupted, off-duty, thirty-minute meal period. As such, PLAINTIFF
17 would often eat her meals and/or take purported meal periods while driving between delivery
18 locations, and/or would regularly take late meal periods in order to complete her assigned deliveries.
19 Moreover, on information and belief, Class Members and Aggrieved Employees frequently received
20 work related communications during any purported meal periods and were required to respond to
21 such work-related communications from other drivers, management, vendors, and/or clients during
22 unpaid meal periods.

23 38. Based on information and belief, other Class Members and Aggrieved Employees
24 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had
25 their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise
26 on duty due to commentary from supervisors, understaffing, the nature and constraints of their job
27 duties, and/or the need to meet DEFENDANTS' goals and expectations.

28 39. Based on information and belief, DEFENDANTS implemented policies and/or

1 practices that failed to relieve Class Members and Aggrieved Employees of all duties and
2 DEFENDANTS' control during unpaid meal periods. For example, based on information and belief,
3 Class Members and Aggrieved Employees were required to remain tethered to their worksites and/or
4 in immediate physical proximity to their assigned vehicles and/or were required to monitor work
5 communication devices and respond to work-related communications during unpaid meal periods.
6 As such, Class Members and Aggrieved Employees were not relieved of all duties during unpaid
7 meal periods.

8 40. Based on information and belief, DEFENDANTS required Class Members and
9 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
10 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and
11 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
12 unaccounted pre-shift off-the-clock work.

13 41. Based on information and belief, despite DEFENDANTS' failure to provide lawful
14 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
15 times of PLAINTIFF's and other Class Members and Aggrieved Employees' meal periods and/or
16 automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal
17 periods despite having actual and/or constructive knowledge that PLAINTIFF and other Class
18 Members and Aggrieved Employees did not receive lawful meal periods.

19 42. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and
20 Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally
21 compliant thirty (30) minute second meal period. For example, when PLAINTIFF worked shifts
22 lasting longer than ten (10) hours, she was not afforded any version of a second meal period.

23 43. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and
24 other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal
25 periods. Based on further information and belief, DEFENDANTS did not have a compliant written
26 meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

27 44. Moreover, based on information and belief, DEFENDANTS failed to keep accurate
28 records of the true start and end times of PLAINTIFF's and Class Members and Aggrieved

1 Employees' meal periods. Based on information and belief, to the extent meal period were recorded,
2 DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in
3 PLAINTIFF and other Class Members and Aggrieved Employees not being paid for all time worked
4 as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th
5 58.

6 45. Based on information and belief, DEFENDANTS had actual and/or constructive
7 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
8 were free of DEFENDANTS' control owed to PLAINTIFF and other Class Members and Aggrieved
9 Employees, in violation of California's meal period laws.

10 46. DEFENDANTS failed to pay PLAINTIFF and other Class Members and Aggrieved
11 Employees, an additional hour of wages at their respective regular rates of compensation for each
12 workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period
13 premium at all for each workday a lawful meal period was not provided and/or failed to pay the
14 proper meal period premium for failure to incorporate all non-discretionary remuneration, including
15 but not limited to, bonuses/incentive pay, shift differential pay and/or other non-discretionary
16 compensation into the regular rate or compensation for purposes of calculating the owed meal period
17 premium.

18 47. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
19 PLAINTIFF and other Class Members and Aggrieved Employees with legally compliant rest
20 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,
21 are provided in the middle of the work period, as required by law.

22 48. PLAINTIFF and other Class Members and Aggrieved Employees were not
23 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
24 periods per California law. Based on information and belief, DEFENDANTS had no policy in place
25 nor instruction as to the taking of duty-free rest periods.

26 49. Based on information and belief, DEFENDANTS did not have a have a compliant
27 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in
28 practice. For example, PLAINTIFF rarely (if ever) received a legally compliant rest period or any

1 form of a rest period. PLAINTIFF was pressured to complete her assigned deliveries and complete
2 her delivery routes and was not afforded with the opportunity to take rest periods. Moreover, based
3 on information and belief, Class Members and Aggrieved Employees were required to be responsive
4 to work-related communications throughout their shifts including but not limited to during any
5 purported rest periods.

6 50. Based on information and belief, Class Members and Aggrieved Employees' rest
7 periods were interrupted, cut short, on duty, restricted to work premises and/or late due to
8 understaffing, the nature and constraints of their job duties, and/or due to commentary from
9 supervisors/managers pressuring them to skip rest periods completely or otherwise take non-
10 compliant rest periods.

11 51. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
12 lasting longer than ten hours. For example, when PLAINTIFF worked shifts lasting longer than ten
13 (10) hours, she was not afforded any version of a third rest period.

14 52. Based on information and belief, DEFENDANTS implemented policies and/or
15 practices that failed to relieve PLAINTIFF and other Class Members and Aggrieved Employees of
16 all duties and DEFENDANTS' control during rest periods. For example, based on information and
17 belief, Class Members and Aggrieved Employees were required to remain tethered to their worksites
18 and/or in immediate physical proximity to their assigned vehicles and/or were required to monitor
19 work communication devices and respond to work-related communications during any purported
20 rest periods. As such, Class Members and Aggrieved Employees were not relieved of all duties
21 during any rest periods.

22 53. Based on information and belief, Class Members and Aggrieved Employees were
23 pressured to complete their work duties according to a designated schedule such that rest periods
24 were only taken once tasks were completed, and/or as time permitted.

25 54. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
26 which PLAINTIFF and Class Members and Aggrieved Employees experienced a missed/unlawful
27 rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium
28 at all for each workday a proper rest period was not provided and/or failed to pay the proper rest

1 period premium for failure to incorporate all non-discretionary remuneration, including but not
2 limited to, bonuses/incentive pay, shift differential pay, and/or other non-discretionary
3 compensation into the regular rate of compensation for purposes of calculating the owed rest period
4 premium.

5 55. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
6 provide PLAINTIFF and other Class Members and Aggrieved Employees with accurate wage
7 statements that complied with Labor Code section 226. As DEFENDANTS failed to provide
8 PLAINTIFF and Class Members and Aggrieved Employees with meal and rest periods that
9 complied with Labor section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and
10 Class Members and Aggrieved Employees failed and continue to fail to correctly set forth the gross
11 wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in effect
12 during the pay period and the corresponding number of hours worked at each hourly rate by the
13 employee.

14 56. DEFENDANTS issued wage statements to PLAINTIFF and Class Members and
15 Aggrieved Employees that also failed to indicate the earned gross and net wages earned during the
16 pay period, the correct applicable rates of pay for all hours worked, and the total hours worked by
17 PLAINTIFF and Class Members and Aggrieved Employees (by virtue of rounded time entries,
18 automatic deduction for meal periods/failure to relieve Class Members and Aggrieved Employees
19 of all duties and employer control during unpaid meal periods, payment according to scheduled
20 hours worked rather than actual hours worked, and/or other off-the-clock work policies and
21 practices) which results in a violation of Labor Code section 226(a).

22 57. As described herein, based on information and belief, DEFENDANTS also failed to
23 incorporate all forms of non-discretionary compensation earned during the pay period into the
24 overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour
25 of overtime worked by PLAINTIFF and other Class Members and Aggrieved Employees.

26 58. Based on information and belief, wage statements issued by DEFENDANTS failed
27 to list the inclusive dates of the pay period for which the Class Member is being paid. For example,
28 DEFENDANTS' wage statements issued to PLAINTIFF list a category for "Retro Pay" without

1 including the inclusive dates of the accurate pay period for that “Retro Pay,” further failing to list
2 the total hours worked for the pay period, including but not limited to, the total hours worked for
3 the pay period the retroactive pay corresponds with. As a result, the wage statements provided to
4 PLAINTIFF and other Class Members and Aggrieved Employees are not accurate and do not
5 include all of the statutorily required information, such as, but not limited to, the inclusive dates of
6 the period for which the employee is paid, in violation of including but not limited to, Labor Code
7 section (a)(6).

8 59. Based on information and belief, wage statements issued by DEFENDANTS failed
9 to list all applicable hourly rates in effect during the pay period and the corresponding number of
10 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).
11 Based on information and belief, at times, DEFENDANTS paid Class Members and Aggrieved
12 Employees multiple base rates of pay but failed to incorporate the multiple base rates into the regular
13 rate of pay used to calculate the owed overtime rate, thereby failing to display an accurate overtime
14 rate, in violation of Labor Code section 226(a), including but not limited to, section 226(a)(9).

15 60. DEFENDANTS violated Labor Code sections 226(a)(1), 226(a)(5), 226(a)(8), and
16 226(a)(9). Because Class Members and Aggrieved Employees were forced to work during all or
17 part of their rest break periods, and because DEFENDANTS did not calculate Plaintiff’s regular rate
18 of pay correctly for purposes of paying overtime, DEFENDANTS did not list the correct amount of
19 gross wages earned by Class Members and Aggrieved Employees in compliance with section
20 226(a)(l). For the same reasons, DEFENDANTS failed to list the correct amount of net wages earned
21 by Class Members and Aggrieved Employees in violation of section 226(a)(5).

22 61. The wage statement deficiencies also include, among other things, failing to list the
23 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
24 rate basis in violation of Labor Code section 226(a)(3); failing to list all deductions in violation of
25 Labor Code section 226(a)(4); failing to list the inclusive dates of the period for which employees
26 were paid in violation of Labor Code section 226(a)(6); failing to list the name of the employee and
27 only the last four digits of his or her social security number or an employee identification number
28 other than a social security number in violation of Labor Code section 226(a)(7); failing to list the

1 correct name of the legal entity that is the employer; and/or failing to state all hours worked as a
2 result of not recording or stating the hours he or she worked off-the-clock. Moreover, based on
3 information and belief, DEFENDANTS issued wage statements to PLAINTIFF and Class Members
4 and Aggrieved Employees that further violate Labor Code section 226(a), by among other things,
5 failing to list the correct name and/or address of the legal entity that is the employer, in violation of
6 Labor Code section 226(a)(8).

7 62. DEFENDANTS failed to issue wage statements at all to Class Members and
8 Aggrieved Employees and/or failed to issue accurate wage statements. DEFENDANTS paid its
9 employees outside of payroll, as independent contractors, thereby depriving Class Members and
10 Aggrieved Employees of wage statements and other labor law protections

11 63. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Class
12 Members and Aggrieved Employees that were not accurate and did not include all of the statutorily
13 required information. As such, DEFENDANTS violated Labor Code section 226.

14 64. **Failure to Produce Employment Records.** Based on information and belief,
15 DEFENDANTS have a uniform policy and practice of failing to produce or make available a current
16 or former employee's time, pay, and/or personnel records when requested pursuant to Labor Code
17 sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, PLAINTIFF, through
18 counsel, sent DEFENDANTS multiple written requests for time, pay and personnel records
19 including but not limited to a written request for payroll and personnel records mailed to
20 DEFENDANTS on or around October 3, 2022, and another written request mailed on or around
21 December 14, 2022. Yet, DEFENDANTS failed to produce any records at all within the time
22 periods delineated by California labor law. Based on information and belief, DEFENDANTS failed
23 and continue to fail to timely produce complete time, pay, and personnel records when requested by
24 other Class Members and Aggrieved Employees.

25 65. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
26 information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved
27 Employees all wages that were due and owing upon termination or resignation. Based on
28 information and belief, DEFENDANTS untimely provide final wages to Class Members and

1 Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.

2 66. Upon separation of employment, Class Members and Aggrieved Employees' final
3 paychecks were not timely provided and/or were not timely provided with all owed vacation pay
4 and/or paid time off. Moreover, PLAINTIFF's and Class Members and Aggrieved Employees' final
5 paychecks, once provided, did not include all wages owed as they were devoid of, including but not
6 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
7 sick leave and/or paid time off wages at the properly accrued rates.

8 67. These violations subject DEFENDANTS to civil penalties under Labor Code section
9 203, 210, and/or 256.

10 68. **Unreimbursed Business Expenses.** Based on information and belief,
11 DEFENDANTS required PLAINTIFF and Class Members and Aggrieved Employees to incur
12 business expenses as a direct consequence of the performance of their job duties without providing
13 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
14 PLAINTIFF and Class Members and Aggrieved Employees were improperly required to provide
15 and maintain work tools that are supposed to be the responsibility of the employer.

16 69. Based on information and belief, DEFENDANTS shifted its costs of doing business
17 onto Class Members and Aggrieved Employees by requiring them to pay for its business expenses,
18 including but not limited to, uniforms/work clothing, protective gear/safety equipment and/or the
19 use of Class Members and Aggrieved Employees' personal mobile phone and data usage for work
20 related purposes including but not limited to receiving and responding to work related messages
21 and/or phone calls. Based on information and belief, Class Members and Aggrieved Employees
22 were not reimbursed for the cost of using their personal phone for work related purposes and/or the
23 cost of purchasing and/or maintaining work uniforms/clothing. For example, on information and
24 belief, Class Members and Aggrieved Employees received calls/messages to their personal cell
25 phones/mobile devices from supervisors and/or other Class Members and Aggrieved Employees
26 regarding scheduling and/or other work tasks but were not provided any and/or full reimbursement
27 from DEFENDANTS for this personal cell phone use.

28 70. Based on information and belief, DEFENDANTS required Class Members and

1 Aggrieved Employees to use their personal vehicles for work without reimbursing them for the
2 vehicle expenses they incurred in connection therewith. For example, based on information and
3 belief, DEFENDANTS failed/fails to reimburse Class Members and Aggrieved Employees for the
4 costs associated with travelling between DEFENDANTS' various facilities and/or delivery sites,
5 including but not limited to, mileage, wear and tear, and gas when they were required to use their
6 personal vehicles to drive between DEFENDANTS' facilities/job sites and/or use their personal
7 vehicles for other business purposes. For instance, at times PLAINTIFF was required to use her
8 personal vehicle for business purposes, including but not limited to, to make deliveries for
9 DEFENDANTS, but did not receive any and/or full reimbursement from DEFENDANTS for the
10 costs incurred in connection with DEFENDANTS' business use of her personal vehicle.

11 71. Based on information and belief, Class Members and Aggrieved Employees were
12 improperly required to pay for additional business expenses that are the responsibility of
13 DEFENDANTS, including but not limited to, cost of tools, cost of gas, costs of repairs, fines,
14 cleaning fees and/or other work-related fees incurred as a direct consequence of the discharge of
15 their assigned job duties. For example, on information and belief, Class Members and Aggrieved
16 Employees were at times required to purchase hand tools, tires and/or pay for the maintenance of
17 dollies and/or other equipment required to perform their assigned work duties without receiving any
18 and/or full reimbursement from DEFENDANTS for the costs they incurred in connection therewith.
19 Based on information and belief, DEFENDANTS regularly failed to reimburse and indemnify Class
20 Members and Aggrieved Employees for business expenses. Pursuant to California Labor Code
21 section 2802, PLAINTIFF and Class Members and Aggrieved Employees were entitled to be
22 reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or
23 carrying out the duties assigned by DEFENDANTS.

24 72. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with
25 full reimbursement for all reasonable expenses associated with carrying out their duties required
26 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business
27 expenses in violation of Labor Code section 2802.

28 73. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS

1 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
2 same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

3 **FIRST CAUSE OF ACTION**

4 **Recovery of Unpaid Minimum Wages and Liquidated Damages**
5 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

6 74. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

7 75. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
8 Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up
9 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
10 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
11 period is unlawful.

12 76. DEFENDANTS violated California’s minimum wage laws by failing to compensate
13 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
14 DEFENDANTS’ time rounding, automatic deduction for meal periods, off-the-clock/unpaid work
15 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work,
16 and/or payment according to scheduled hours worked rather than actual hours worked (described
17 above), which resulted in the failure to account for all hours worked and thus the denial of minimum
18 wages.

19 77. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
20 Class Members for all hours worked.

21 78. Based on information and belief, DEFENDANTS had actual or constructive
22 knowledge that its time-rounding policies and practices, auto-deduction policies and practices for
23 meal periods, failure to relieve employees of all duties and employer control during unpaid meal
24 periods, policy and practice of payment according to scheduled work time rather than actual work
25 time, and/or other mandated off-the-clock work resulted in the underpayment of minimum wages
26 owed to PLAINTIFF and other Class Members.

27 79. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
28 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
attorney's fees and costs, in an amount to be proved at trial.

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(By PLAINTIFF and the Class Members Against all DEFENDANTS)

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1 86. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
2 wages, plus attorney's fees and costs, in an amount to be proved.

3 **THIRD CAUSE OF ACTION**

4 **Failure to Provide Meal Periods or Compensation in Lieu Thereof
(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

5 87. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

6 88. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
7 DEFENDANTS were required to provide PLAINTIFF and the Class Members with one 30-minute
8 meal break free from all duties and employer control for all shifts longer than 5 hours, and a second
9 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be
10 waived, but only under the following circumstances: (1) if an employee's total work period in a day
11 is over five (5) hours but no more than six (6) hours, the required meal period may be waived by
12 mutual consent of the employer and employee, and (2) if an employee's total work period in a day
13 is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be
14 waived by mutual consent of the employer and employee, but only if the first meal period was not
15 waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their
16 employees for at least one meal period for shifts over five hours (see above), and (2) to record having
17 done so.

18 89. Employers must pay employees an additional hour of wages at the employees'
19 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
20 meal period, first meal period provided after five (5) hours, second meal period provided after 10
21 hours). Lab. Code § 226.7.

22 90. As explained above, PLAINTIFF and other Class Members were consistently unable
23 to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often being
24 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
25 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
26 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
27 completely.

28 91. Based on information and belief, DEFENDANTS had and continue to have a policy

1 of rounding the start and end times of employees' meal periods and/or automatically deducting thirty
2 minutes per shift despite having actual and/or constructive knowledge that PLAINTIFF and Class
3 Members did not receive compliant meal periods.

4 92. Moreover, based on information and belief, Class Members did not receive a timely,
5 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

6 93. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
7 actual and/or constructive knowledge that its time-rounding and auto-deduction policies and
8 practices, other unlawful policies and practices resulted in the denial of compliant meal periods in
9 violation of California's meal period laws.

10 94. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
11 periods in violation of California law and/or failed to pay the proper meal period premium for failure
12 to incorporate all non-discretionary remuneration including but not limited to, bonuses/incentive
13 pay, shift differential pay and/or other non-discretionary compensation into the regular rate or
14 compensation for purposes of calculating the owed meal period premium.

15 95. As a result, under Labor Code section 226.7, PLAINTIFF and the Class Members
16 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
17 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
18 all in an amount to be proved at trial.

19 **FOURTH CAUSE OF ACTION**

20 **Failure to Provide Rest Periods or Compensation in Lieu Thereof (By PLAINTIFF and the Class Members Against all DEFENDANTS)**

21 96. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

22 97. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
23 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
24 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
25 "insofar as practicable." In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
26 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
27 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
28 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).

1 The rest period requirement obligates employers to permit and authorize employees to take off-duty
2 rest periods, meaning employers must relieve employees of all duties and relinquish control over
3 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

4 98. If the employer fails to provide any required rest period, the employer must pay the
5 employee one hour of pay at the employee's regular rate of compensation for each workday the
6 employer did not provide at least one legally required rest period, pursuant to Labor Code section
7 226.7.

8 99. PLAINTIFF and the Class Members did not receive legally compliant, timely 10-
9 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
10 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to
11 DEFENDANTS' control due to the nature and constraints of Class Members' job duties,
12 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Class Members to
13 skip rest periods completely or otherwise take non-compliant rest periods.

14 100. Based on information and belief, DEFENDANTS implemented policies and/or
15 practices that failed to relieve PLAINTIFF and other Class Members of all duties and employer
16 control during rest periods. Based on further information and belief, Class Members were pressured
17 to complete their work duties according to a designated schedule such that rest periods were only
18 taken once tasks were completed, and/or as time permitted.

19 101. As a result, PLAINTIFF and Class Members did not receive legally compliant first,
20 second, or third rest periods as required by California law.

21 102. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
22 period premium to PLAINTIFF and other Class Members for each workday in which there was a
23 missed or otherwise unlawful rest period. Based on further information and belief, when a rest
24 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but
25 not limited to, bonuses/incentive pay, shift differential pay, and/or other non-discretionary
26 compensation into the regular rate of compensation for purposes of determining the owed rest period
27 premium.

28 103. DEFENDANTS are therefore liable to PLAINTIFF and the Class Members for one

1 hour of additional pay at the regular rate of compensation for each workday that a required rest
2 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
3 Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at
4 trial.

5 **FIFTH CAUSE OF ACTION**
6 **Violations of Labor Code Section 226**
7 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

8 104. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

9 105. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class
10 Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
11 wage statement accurately stating the following:

12 (1) gross wages earned, (2) total hours worked by the employee,
13 except for any employee whose compensation is solely based on a
14 salary and who is exempt from payment of overtime under
15 subdivision (a) of Section 515 or any applicable order of the Industrial
16 Welfare Commission, (3) the number of piece-rate units earned and
17 any applicable piece rate if the employee is paid on a piece-rate basis,
18 (4) all deductions, provided that all deductions made on written orders
19 of the employee may be aggregated and shown as one item, (5) net
20 wages earned, (6) the inclusive dates of the period for which the
21 employee is paid, (7) the name of the employee and his or her social
22 security number, except that by January 1, 2008, only the last four
23 digits of his or her social security number or an employee
24 identification number other than a social security number may be
25 shown on the itemized statement, (8) the name and address of the
26 legal entity that is the employer, and (9) all applicable hourly rates in
27 effect during the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee.

106. As DEFENDANTS failed to provide PLAINTIFF and other Class Members with
21 meal and rest periods that complied with Labor Code section 226.7, the wage statements
22 DEFENDANTS issued to PLAINTIFF and other Class Members failed and continue to fail to
23 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
24 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
25 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
26 during the pay period and the corresponding number of hours worked at each hourly rate by the
27 employee, in violation of Labor Code section 226(a)(9).

107. Moreover, due to violations detailed above, including but not limited to,

1 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
2 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
3 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
4 PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the gross
5 and net wages earned and the correct applicable rates of pay for all hours worked. Based on
6 information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
7 compensation earned during the pay period into the regular rate of pay for purposes of calculating
8 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
9 overtime worked by PLAINTIFF and other Class Members.

10 108. As explained above, wage statements issued by DEFENDANTS failed to list the
11 "total hours worked" by PLAINTIFF and Class Members (by virtue of rounded time entries,
12 automatic deduction for meal periods/failure to relieve Class Members of all duties and employer
13 control during unpaid meal periods, payment according to scheduled hours worked rather than actual
14 hours worked, and/or other off-the-clock work policies and practices all described in greater detail
15 *supra*), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on
16 a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v.*
17 *Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

18 109. Based on information and belief, wage statements issued by DEFENDANTS failed
19 to list the inclusive dates of the pay period for which the Class Member is being paid.

20 110. Based on information and belief, wage statements issued by DEFENDANTS failed
21 to list all applicable hourly rates in effect during the pay period and the corresponding number of
22 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a),
23 including but not limited to, Labor Code section 226(a)(9).

24 111. Separately, and independent from the above allegations, DEFENDANTS issued
25 wage statements to PLAINTIFF and Class Members that violate Labor Code section 226(a)(8), by
26 failing to list the correct name and/or address of the legal entity that is the employer.

27 112. DEFENDANTS' failure to accurately list all hours worked on all wage statements
28 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Class

1 Members over whether they received all wages owed to them.

2 113. As a result, PLAINTIFF and other Class Members have suffered injury as they could
3 not easily determine whether they received all wages owed to them and whether they were paid for
4 all hours worked.

5 114. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
6 address of the legal entity that is the employer, PLAINTIFF and Class Members have suffered injury
7 as they could not contact their employer regarding any question(s) they had about wages paid.

8 115. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFF and
9 Class Members with accurate, itemized wage statements.

10 116. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Class Members
11 have suffered injury. The absence of accurate information on their wage statements has prevented
12 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
13 mathematical computations to determine the amount of wages owed, and will cause difficulty and
14 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
15 submission of inaccurate information about wages and amounts deducted from wages to state and
16 federal government agencies. As a result, PLAINTIFF and Class Members are required to
17 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
18 and pay records than if DEFENDANT had complied with its legal obligations.

19 117. Pursuant to California Labor Code section 226(e), PLAINTIFF and Class Members
20 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
21 violation occurred and one hundred dollars per employee per violation for each subsequent pay
22 period, not to exceed an aggregate penalty of four thousand dollars per employee.

23 118. Pursuant to California Labor Code § 226(h), PLAINTIFF and Class Members are
24 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
25 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
26 provide currently employed Class Members with inaccurate wage statements in violation of
27 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy
28 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful

1 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance
2 with California Labor Code § 226(a).

3 119. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFF and Class
4 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
5 attorneys' fees, and costs of suit.

6 **Failure to Produce Employment Records**

7 120. *Time and Pay Records.* Labor Code section 226(b)-(c) and all applicable IWC Wage
8 Orders, section 7 require that employers keep the following information on file for each employee
9 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
10 and the corresponding number of hours worked by the employee at each hourly rate, when the
11 employee begins and ends each work period (including meal periods) and split intervals; total hours
12 worked by the employee; all deductions; gross wages earned; and net wages earned.

13 121. Section (b) of Labor Code section 226 further requires employers to "afford current
14 and former employees the right to inspect or receive a copy of records pertaining to their
15 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
16 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
17 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
18 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
19 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
20 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
21 the employer. Lab. Code section 226(f).

22 122. *Personnel Records.* In addition to their right to time and pay records, employees, and
23 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
24 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
25 section 432 further specifies that employers must furnish copies of all employment records bearing
26 the employee's signature.

27 123. Labor Code section 1198.5 also requires that the file be made available for inspection
28 or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date

1 the employer receives a written request." An employer's failure to comply within this timeframe
2 likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty
3 from the employer. Lab. Code section 1198.5(k).

4 124. Based on information and belief, DEFENDANTS have a uniform policy and practice
5 of failing to produce or make available a current or former employee's personnel records and/or
6 payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the
7 applicable Wage Order. For example, PLAINTIFF, through counsel, sent DEFENDANTS multiple
8 written requests for time, pay and personnel records including but not limited to a written request
9 for payroll and personnel records mailed to DEFENDANTS on or around October 3, 2022, and
10 another written request mailed on or around December 14, 2022. Yet, DEFENDANTS failed to
11 produce any records at all within the time periods delineated by California labor law. Based on
12 information and belief, DEFENDANTS failed and continue to fail to timely produce complete time,
13 pay, and personnel records when requested by other Class Members.

14 125. DEFENDANTS' conduct explained above is in violation of Labor Code Sections
15 226(b) & (c). Accordingly, PLAINTIFF and Class Members are therefore each entitled to recover
16 a \$750.00 penalty from DEFENDANTS, along with costs and reasonable attorneys' fees, pursuant
17 to Labor Code Section 226(f).

18 126. DEFENDANTS' conduct is also in violation of Labor Code section 1198.5. Pursuant
19 to Labor Code Sections Labor Code section 1198.5(k), PLAINTIFF and the Class Members are
20 entitled to recover an additional \$750.00 penalty from DEFENDANTS, along with injunctive relief,
21 costs and reasonable attorney's fees pursuant to Labor Code section 1198.5(l).

22 **SIXTH CAUSE OF ACTION**

23 **Failure to Timely Pay All Wages Due Upon Separation of Employment** 24 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

25 127. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

26 128. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
27 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately."

129. California Labor Code section 202(a) provides, in relevant part, that "[i]f an

1 employee not having a written contract for a definite period quits his or her employment, his or her
2 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
3 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
4 to his or her wages at the time of quitting.”

5 130. Based in information and belief, DEFENDANTS failed and continue to fail to timely
6 pay final wages to PLAINTIFF and Class Members upon separation of employment in violation of
7 Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class
8 Members do not include all wages owed as they are devoid of, including but not limited to, all owed
9 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
10 paid time off wages at the properly accrued rates.

11 131. Under Labor Code section 203, PLAINTIFF and the Class Members who are no
12 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days’
13 pay, plus attorney’s fees and costs, in an amount to be proved at trial.

14 **SEVENTH CAUSE OF ACTION**
15 **Failure to Reimburse Business Expenses**
16 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

17 132. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 133. California law requires employers to indemnify their employees for all necessary
19 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
20 their obedience to the directions of the employer. See Cal. Lab. Code s. 2802 and all applicable
21 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
22 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
23 incurred by the employee enforcing the rights granted by this section.”

24 134. Among other things, under California law, when employees must use their personal
25 cellphones for work-related purposes, the employer must reimburse them for a reasonable
26 percentage of their cell phone bills. See *Cochran v. Schwan’s Home Services, Inc.* (2014) 228
27 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
28 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
Id. 1144-1145. California law also requires employers to reimburse employees for automobile

1 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
2 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

3 135. As described above, PLAINTIFF and the Class Members were improperly required
4 to pay for business expenses that are legally the responsibility of the employer.

5 136. DEFENDANTS' failure to provide PLAINTIFF and the Class Members with full
6 reimbursement for all reasonable expenses associated with carrying out their duties required that
7 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
8 violation of Labor Code section 2802.

9 137. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Class
10 Members have suffered injury in that they were not completely reimbursed as mandated by
11 California law.

12 138. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
13 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
14 attorneys' fees, and costs of suit.

15 **EIGHTH CAUSE OF ACTION**

16 **Unfair Competition**

17 **(By PLAINTIFF and the Class Members Against all DEFENDANTS)**

18 139. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

19 140. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition
20 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair
21 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'
22 failure to pay minimum and overtime wages by virtue of its illegal policies and practices;
23 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay
24 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized
25 wage statements; DEFENDANTS' failure to timely produce and/or allow access to employment
26 records; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure to timely
27 pay all wages owed upon separation of employment; and DEFENDANTS' failure to provide paid
28 sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to, including but not
limited to, DEFENDANTS' failure to incorporate all non-discretionary compensation into the sick

1 pay calculation and failure to base the accrued sick leave on the correct number of hours worked as
2 a result of DEFENDANTS' time-rounding/auto deduction policies and practices, payment
3 according to scheduled hours worked and/or other off-the-clock work policies and practices).

4 141. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
5 California Labor Code, DEFENDANTS have gained a competitive advantage over other
6 comparable companies doing business in the State of California that comply with their obligations
7 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
8 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
9 itemized wage statements, to reimburse employees for all business expenses, to pay all owed
10 minimum and overtime wages and to pay all wages due upon separation of employment of their
11 employees.

12 142. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFF
13 and Class Members have suffered injury in fact and lost money or property, as described in more
14 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
15 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
16 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
17 unlawful and unfair business practices.

18 143. PLAINTIFF also seeks an injunction against DEFENDANTS on behalf of the Class
19 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
20 engaging in each of the unlawful practices and policies set forth herein.

21 144. PLAINTIFF also seeks an award of attorney's fees pursuant to Code Civ. Proc
22 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
23 by law.

24 **NINTH CAUSE OF ACTION**

25 **Violation of the Private Attorneys General Act of 2004**

26 **(By PLAINTIFF and the Aggrieved Employees Against All DEFENDANTS)**

27 145. PLAINTIFF incorporates all preceding paragraphs as if full alleged herein.

28 146. PLAINTIFF brings this action under the Private Attorneys General Act of 2004,
Labor Code sections 2698, *et seq.*, ("PAGA"), as a representative action on behalf of PLAINTIFF,

1 the State of California and Aggrieved Employees, regarding violations of the California Labor Code
2 as set forth herein as to all Aggrieved Employees. The Aggrieved Employees include the following
3 and are collectively referred to herein as “Aggrieved Employees”:

- 4 iv. PEOPLEASE LLC Direct Hires: All current and former non-exempt workers who were
5 directly employed by PEOPLEASE LLC – regardless of where those non-exempt workers
6 were assigned or staffed to work – in California at any time from one year plus 65 days
7 from the filing of the initial Complaint through the present (“PAGA Period”).
- 8 v. YZER, LLC Temporary Hires: All current and former non-exempt workers who were
9 assigned/staffed to work at YZER, LLC by PEOPLEASE LLC and/or any other
10 staffing/temporary service agencies in California at any time from one year plus 65 days
11 from the filing of the initial Complaint through the present (“PAGA Period”).
- 12 vi. YZER, LLC Direct Hires: All current and former non-exempt workers who were directly
13 employed by YZER, LLC in California at any time from one year plus 65 days from the
14 filing of the initial Complaint through the present (“PAGA Period”).

15 147. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
16 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
17 limitations period and suffered one or more of the Labor Code violations set forth herein.
18 Accordingly, PLAINTIFF seeks to recover on behalf of the State of California and all Aggrieved
19 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
20 PLAINTIFF has standing to bring a PAGA cause of action on behalf of PLAINTIFF, the State of
21 California, and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS
22 and is thereby affected by one or more of the alleged violations. See *Huff v. Securitas Security*
23 *Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties
24 for all known violations committed by the employer - regardless of whether Plaintiff experienced
25 all violations personally. *Id.* at 760-761.

26 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

27 148. On January 6, 2023, PLAINTIFF, through counsel, gave written notice by online
28 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that

1 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
2 in this Complaint ("PAGA Notice"). The PAGA Notice was also sent to DEFENDANTS via
3 certified mail.

4 149. The PAGA Notice outlined PLAINTIFF's claims for violations of the California
5 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
6 Employees.

7 150. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
8 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
9 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
10 Accordingly, PLAINTIFF has exhausted the administrative remedies as required by Labor Code
11 section 2699.3. Consequently, PLAINTIFF's right to file the instant lawsuit against DEFENDANTS
12 has duly accrued.

13 151. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
15 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

16 152. From one year prior to PLAINTIFF's filing of the required PAGA notice with the
17 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California
18 Labor Code sections, 201-203, 204, 206, 210, 216, 218.6, 221-223, 225.5, 226 *et seq.*, 226.7, 226.8,
19 245-248.6, 256, 432, 432.5, 432.7, 450, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197,
20 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2775, 2802, 2810.5, and all applicable IWC Wage
21 Orders.

22 153. As set forth above, DEFENDANTS have committed numerous violations of the
23 California Labor Code due to including but not limited to their failure to pay all owed minimum
24 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
25 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,
26 and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties
27 are in addition to any other relief available under the Labor Code.

28 154. Additionally, DEFENDANTS have violated the following Labor Code sections and

1 provisions of the applicable Wage Order as to the PLAINTIFF and other Aggrieved Employees.

2 **Failure to Provide Balance of Overtime**

3 155. At all relevant times, DEFENDANTS failed, and continue to fail, to provide the
4 unpaid balance of overtime wages in violation of all applicable IWC wage orders and Labor Code
5 §§ 510, 558, 1194, and 1198.

6 **Failure to Keep Accurate Records**

7 156. California Labor Code § 1174 requires employers to keep “accurate and complete”
8 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
9 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the
10 times during which all owed meal periods were provided each day.

11 157. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
12 and complete records as required by law, including but not limited to the following records: total
13 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
14 Aggrieved Employees began and ended each work period, time records of meal periods, and
15 accurate itemized wage statements.

16 158. DEFENDANTS’ failure to keep “accurate and complete” payroll records for
17 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
18 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
19 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
20 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
21 period during which the referenced statutes and Wage Order provisions were violated.³

22 **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432**

23 159. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage
24 Orders, section 7 require that employers keep the following information on file for each employee

25 ³ Labor Code § 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Labor
26 Code § 558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the
27 employee was underpaid”); All applicable wage orders, § 20 (establishing that “in addition to any other civil
28 penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each
pay period during which the employee was underpaid”) (emphasis added).

1 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
2 and the corresponding number of hours worked by the employee at each hourly rate, when the
3 employee begins and ends each work period (including meal periods) and split intervals; total hours
4 worked by the employee; all deductions; gross wages earned; and net wages earned.

5 160. Section (b) of Labor Code section 226 further requires employers to "afford current
6 and former employees the right to inspect or receive a copy of records pertaining to their
7 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
8 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
9 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
10 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
11 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
12 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
13 the employer. Lab. Code section 226(f).

14 161. Personnel Records. In addition to their right to time and pay records, employees, and
15 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
16 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
17 section 432 further specifies that employers must furnish copies of all employment records bearing
18 the employee's signature. Labor Code section 1198.5 also requires that the file be made available
19 for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days
20 from the date the employer receives a written request." An employer's failure to comply within this
21 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
22 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

23 162. Based on information and belief, DEFENDANTS fail to timely produce or make
24 available Aggrieved Employees' personnel records and/or payroll records when requested pursuant
25 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
26 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

27 **Statutory Wage Violations**

28 163. California Labor Code section 223 makes it unlawful for an employer to secretly pay

1 wages lower than required by statute while purporting to pay legal wages. As described above,
2 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
3 earned minimum and overtime compensation for all hours worked which resulted in the payment of
4 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
5 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
6 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
7 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
8 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
9 Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
10 Labor Code § 2699(f)-(g).

11 **Refusal to Make Payment**

12 164. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
13 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
14 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
15 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
16 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
17 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
18 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
19 each Aggrieved Employee, for each pay period during which the statute provisions were violated.⁴

20 **Standard Conditions of Labor Violations**

21 165. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
22 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
23 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
24 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
25 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,

26
27 ⁴ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 and minimum/overtime wages result in separate violations of sections 1198 and 1199, which subject
2 DEFENDANTS to civil penalties under Labor Code sections 1197.1 and 2699.

3 **Unlawful Deductions**

4 166. Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from
5 an employee any part of wages theretofore paid by said employer to said employee.” Based on
6 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees’
7 paychecks during the relevant period, by including but not limited to unlawfully deducting wages
8 paid in previous pay periods. Such a practice is in violation of including but not limited to, Labor
9 Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section
10 2699.

11 167. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
12 each pay period during which the statute provisions were violated. See Lab. Code §225.5
13 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty
14 provided in this article, every person who unlawfully withholds wages due any employee in
15 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
16 to pay each employee”).

17 **Willful Misclassification as an Independent Contractor**

18 168. California Labor Code section 226.8 makes it illegal to willfully misclassify an
19 employee as an independent contractor, providing: “[i]t is unlawful for any person or employer to
20 engage in any of the following activities: (1) Willful misclassification of an individual as an
21 independent contractor. (2) Charging an individual who has been willfully misclassified as an
22 independent contractor a fee, or making any deductions from compensation, for any purpose,
23 including for goods, materials, space rental, services, government licenses, repairs, equipment
24 maintenance, or fines arising from the individual’s employment where any of the acts described in
25 this paragraph would have violated the law if the individual had not been misclassified.” California
26 Labor Code section 226.8(a).

27 169. At all relevant times, DEFENDANTS misclassified Aggrieved Employees as
28 independent contractors as opposed to employees to evade California wage and hour laws. To

1 qualify as an independent contractor under California law, (1) the worker must be free from the
2 employer's control and direction in the performance of the work, both under the contract for the
3 performance of the work and in fact; (2) the work performed must be outside the usual course of the
4 employer's business; and (3) the worker must not be customarily engaged in an independently
5 established trade, occupation, or business of the same nature as the work he performed for employer.
6 *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903; Labor Code Section 2775.
7 All three conditions must be met, or the worker has been misclassified.

8 170. Despite DEFENDANTS efforts to evade California wage and hour laws by setting
9 up an alleged contractor scheme, the reality is that misclassified Aggrieved Employees are and were,
10 in fact, at all relevant times, employees according to the law in that:

11 171. (a) Aggrieved Employees are/were not free from DEFENDANTS' control and
12 direction in the performance of work, both under the contract for the performance of the work and
13 in fact; (b) the work Aggrieved Employees perform/performed work is/was entirely within the usual
14 course of DEFENDANTS' business; and (c) Aggrieved Employees are not/were not customarily
15 engaged in an independently established trade, occupation, or business of the same nature as the
16 work they perform/performed for DEFENDANTS.

17 172. For example, Aggrieved Employees' positions required them to work for
18 DEFENDANTS, and perform a majority of duties of which were directly related to the services
19 provided by DEFENDANTS. DEFENDANTS supplied the instrumentalities, tools, and the place
20 for the employees to do their work (all work was done under DEFENDANTS' supervision; the
21 employees' investment in the equipment or materials required were limited or non-existent; no
22 special skills were required of the employees; the employees' services were to be performed for a
23 long period of time with a high degree of permanence in the working relationship; and the parties
24 believed they were maintaining an employer-employee relationship.).

25 173. DEFENDANTS misclassify other Aggrieved Employees as independent contractors
26 to try to evade California labor laws that protect employees, including but not limited to, minimum
27 wage law for all Aggrieved Employees and overtime laws for non-driver Aggrieved Employees,
28 wage and sick pay laws, workers' compensation laws, expense reimbursement requirements, record-

1 keeping requirements, wage statement requirements, and requirements as to the timely payment of
2 wages during and upon separation of employment among others described herein.

3
4 **Sick Leave Violations**

5 174. DEFENDANTS violated California's paid sick leave laws including, Labor Code
6 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
7 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
8 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
9 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
10 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
11 compensation into the sick leave pay rate calculation.

12 175. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
13 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
14 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
15 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF and
16 Aggrieved Employees' intelligent exercise of their paid sick leave.

17 176. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
18 their paid sick leave at least prior to their respective separations, for as on several occasions
19 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
20 compensation.

21 177. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
22 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
23 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
24 were entitled to the maximum number of hours accruable.

25 178. Upon information and belief, DEFENDANTS failed and continue to fail to comply
26 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
27 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
28 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays

1 wages.

2 179. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

3 180. On information and belief, PLAINTIFF alleges that all of these practices were
4 experienced and continue to be experienced by other Aggrieved Employees.

5 181. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
6 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
7 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

8 **Failure To Provide Supplemental Paid Sick Leave**

9 182. Labor Code § 248.2 provides that all employers with 26 or more employees are
10 required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental
11 Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related.
12 DEFENDANTS violated Labor Code § 248.2 by not providing PLAINTIFF and other Aggrieved
13 Employees with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information
14 and belief, DEFENDANTS failed to provide Supplemental Paid Sick Leave in 2022 in violation of
15 Labor Code section 248.6.

16 **Failure to Pay Vested Vacation/Paid Time Off**

17 183. California Labor Code section 227.3 provides that when an employer policy provides
18 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
19 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
20 employee's final rate in accordance with such contract of employment or employer policy respecting
21 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
22 off upon termination.

23 184. Based on information and belief, DEFENDANTS had and continue to have a
24 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
25 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
26 to Aggrieved Employees upon separation of employment, in violation of California law, including
27 but not limited to, Labor Code section 227.3.

28 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

1 185. *Unlawful Agreements.* Labor Code section 432.5 provides that “no employer...shall
2 require any employee or applicant for employment to agree, in writing, to any term or condition
3 which is known by such employer...to be prohibited by law.” DEFENDANTS required and
4 continue to require PLAINTIFF and Aggrieved Employees to agree in writing to unlawful
5 conditions of employment including but not limited to unlawful criminal and/or financial checks as
6 a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

7 186. The California Labor Code places certain procedural and substantive limits on an
8 employers’ ability to conduct employee background checks and on how employers can use the
9 information they obtain through those background checks. Labor Code section 1024.5 states that
10 employers, except for financial institutions, may order a credit check only if the individual works
11 (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions,
12 and certain government positions). Additionally, the Investigative Consumer Reporting Agencies
13 Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15
14 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee
15 background check, including but not limited to identifying an appropriate reason for the background
16 check, a separate consent form with required disclosures and certain formatting requirements,
17 additional forms such as a summary of rights, a way by which to request a copy of the report, as
18 well as proper notice of adverse actions taken, among other statutory requirements.

19 187. Based on information and belief, DEFENDANTS ordered unlawful financial credit
20 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required them to
21 provide ongoing written consent to the unlawful credit checks as a condition of employment, in
22 violation of California and Federal law, which results in a violation of Labor Code section 432.5.

23 188. Based on information and belief, DEFENDANTS required Aggrieved Employees to
24 submit and/or agree to submit in writing to unlawful criminal background checks as a condition of
25 obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged above.

26 189. Based on further information and belief, DEFENDANTS required Aggrieved
27 Employees to agree in writing to provide DEFENDANTS with ongoing consent to conduct
28 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA

1 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
2 requiring applicants and employees to agree to an unlawful provision as a condition of employment.

3 190. Based on further information and belief, DEFENDANTS knew that requiring
4 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
5 condition of obtaining and/or holding employment was unlawful.

6 191. By requiring that Aggrieved Employees sign off on the illegal background and/or
7 financial checks, DEFENDANTS violated Labor Code section 432.5.

8 Unlawful Inquires into Criminal History

9 192. Labor Code section 432.7 prohibits an employer from asking applicants about past
10 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
11 information and belief, DEFENDANTS asked Aggrieved Employees about arrests not resulting in
12 convictions on its employment application, in violation of California law.

13 193. Upon information and belief, DEFENDANTS, in violation of California law,
14 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
15 (“FEHA”), asked Aggrieved Employees about convictions prior to extending an offer of
16 employment and/or otherwise impermissibly inquired into criminal history on its employment
17 application in violation of California law.

18 194. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
19 Code section 432.7. By asking about convictions at the application phase or prior to extending an
20 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
21 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
22 disclose arrests and/or convictions as a condition of employment.

23 195. Under the provisions of PAGA and the above mentioned Labor Code sections,
24 including but not limited to Labor Code sections 201-203, 204, 206, 210, 216, 218.6, 221-223,
25 225.5, 226 *et seq.*, 226.7, 226.8, 245-248.6, 256, 432, 432.5, 432.7, 450, 510, 512, 558, 558.1,
26 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 and all
27 applicable IWC Wage Orders as well as all interpretations of these laws by California Courts and
28 administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS

are liable for the following penalties:

- a. All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and
- b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).
- c. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against PLAINTIFF or any Aggrieved Employee, whether a party to this action or not.

196. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment, on behalf of PLAINTIFF, Class Members and Aggrieved Employees as follows:

1. For an order that the action be certified as a class action;
2. For an order that PLAINTIFF be appointed as class representative;
3. For an order that counsel for PLAINTIFF be appointed as class counsel;
4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For penalties according to proof;
7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully withheld from PLAINTIFF and the Class Members;
8. For an order finding DEFENDANTS have engaged in unfair competition in violation of section 17200, *et seq.*, of the California Business and Professions Code;
9. For an order enjoining DEFENDANTS from further acts of unfair competition;
10. For pre-judgment interest as permitted by law;
11. For attorney's fees and costs reasonably incurred;

- 1 12. For civil penalties according to proof, including PAGA penalties (75% payable to
2 the LWDA and 25% payable to Aggrieved Employees); and
3 13. For such other and further relief that the Court deems just and proper.
4

5 Dated: August 2, 2024

CROSNER LEGAL, PC

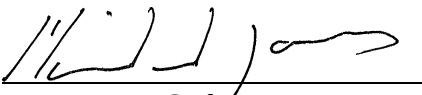
6
7 By: 
8
9 Jamie K. Serb, Esq.
10 Michael W. Jones, Esq.
11 Zachary Crosner, Esq.
12 Attorneys for Plaintiff

13 **DEMAND FOR JURY TRIAL**

14 PLAINTIFF demands a trial by jury on all claims so triable.

15
16 Dated: August 2, 2024

CROSNER LEGAL, PC

17
18 By: 
19
20 Jamie K. Serb, Esq.
21 Michael W. Jones, Esq.
22 Zachary Crosner, Esq.
23 Attorneys for Plaintiff
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PROOF OF SERVICE

Maria Hernandez v. Yzer, LLC, et al.
Alameda County Superior Court Case No. 23CV025345

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On August 5, 2024, I served true copies of the following document(s) described as

SECOND AMENDED COMPLAINT

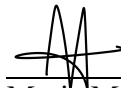
on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address maria@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on August 5, 2024, at Los Angeles, California.



Maria Monterrey

1 SERVICE LIST

2 *Maria Hernandez v. Yzer, LLC*

3 *Alameda County Superior Court Case No. 23CV025345*

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22 Development Agency

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