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

GILBERT PARAMO and ROSEMARIE  
SANTOS, as individuals and on behalf of  
all others similarly situated,

Plaintiffs,

vs.

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

Defendants.

Case No.: STK-CV-408-2023- 1129

**CLASS AND REPRESENTATIVE ACTION  
COMPLAINT FOR DAMAGES FOR:**

- (1) FAILURE TO PAY WAGES;
- (2) VIOLATION OF LABOR CODE § 226.7;
- (3) VIOLATION OF LABOR CODE §§ 226.7  
AND 512;
- (4) VIOLATION OF LABOR CODE § 226(a);
- (5) VIOLATION OF LABOR CODE § 2802;
- (6) VIOLATION OF BUSINESS &  
PROFESSIONS CODE § 17200, *ET SEQ.*;
- AND
- (7) VIOLATION OF LABOR CODE § 2698,  
*ET SEQ.*

**DEMAND OVER \$25,000.00**

**BY FAX**

1 Plaintiffs Gilbert Paramo and Rosemarie Santos (together, "Plaintiffs") hereby submit  
2 this class and representative action complaint ("Complaint") against Defendants Personal  
3 Servicing Solutions LLC, Weee Logistics Inc., Weee! Inc., and Does 1 through 50 (collectively,  
4 "Defendants"), on behalf of themselves and all other similarly situated current and former  
5 employees of Defendants for damages and/or penalties under the California Labor Code and the  
6 California Business & Professions Code as follows:

### 7 INTRODUCTION

8 1. This Complaint is within the Court's jurisdiction under California Labor Code §§  
9 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698, *et*  
10 *seq.*, California Business and Professions Code § 17200, *et seq.* (the "UCL"), and the applicable  
11 Wage Orders of the California Industrial Welfare Commission ("IWC").

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

15 3. Plaintiffs are informed and believe, and based thereon allege, that Defendants,  
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious  
17 disregard to the rights of all employees by failing to pay minimum, regular, and overtime wages  
18 for all hours worked, failing to provide off-duty rest breaks or pay rest period premium in lieu  
19 thereof, failing to provide off-duty meal breaks or pay meal period premium in lieu thereof,  
20 failing to timely pay wages upon separation of employment, failing to provide accurate itemized  
21 wage statements, failing to maintain accurate payroll records, and failing to reimburse business  
22 expenses to their employees in the State of California.

23 4. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
24 have engaged in, among other things a system of willful violations of the California Labor Code,  
25 the UCL, and the applicable IWC Wage Orders, by creating and maintaining policies, practices,  
26 and customs that knowingly deny employees the above stated rights and benefits.

27 5. The policies, practices, and customs of Defendants described above and below  
28 have resulted in unjust enrichment of Defendants and an unfair business advantage over

1 businesses that routinely adhere to the strictures of the California Labor Code and the UCL.

2 **JURISDICTION AND VENUE**

3 6. The Court has jurisdiction over the violations of the California Labor Code §§  
4 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698, *et*  
5 *seq.*, the UCL, and the applicable IWC Wage Orders.

6 7. Venue is proper in San Joaquin County, because Defendants do business in San  
7 Joaquin County.

8 **PARTIES**

9 8. Plaintiff Gilbert Paramo ("Paramo") was employed by Defendants as a  
10 picker/stockroom worker from in or about December 2020, until in or about January 2021.  
11 Throughout his employment with Defendants, Paramo worked as a non-exempt employee and  
12 was paid hourly.

13 9. During his employment with Defendants, Paramo was required to undergo off-  
14 the-clock temperature checks, which were conducted before clocking into his shift and after  
15 clocking out of his shift.

16 10. Plaintiff Rosemarie Santos ("Santos") was employed by Defendants as a cherry  
17 picker from in or about December 2020, until on or about January 26, 2021. Throughout her  
18 employment with Defendants, Santos worked as a non-exempt employee and was paid hourly.

19 11. During her employment with Defendants, Santos was required to undergo off-the-  
20 clock temperature checks, which were conducted before clocking into her shift and after clocking  
21 out of her shift.

22 12. Plaintiffs were and are the victims of the policies, practices, and customs of  
23 Defendants complained of in this action in ways that have deprived them of the rights guaranteed  
24 by California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1,  
25 1198, 2800, 2802, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

26 13. Plaintiffs are informed and believe, and based thereon allege, that Defendant  
27 Personal Servicing Solutions LLC was and is a Nevada limited liability company that maintains  
28 operations and does business in the State of California, including in San Joaquin County,

1 California. Plaintiffs are informed and believe, and based thereon allege, that Personal Servicing  
2 Solutions LLC is a staffing agency.

3 14. Plaintiffs are informed and believe, and based thereon allege, that Defendant  
4 Weee Logistics Inc. was and is a Delaware corporation that maintains operations and does  
5 business in the State of California, including in San Joaquin County, California. Plaintiffs are  
6 informed and believe, and based thereon allege, that Weee Logistics Inc. is an online Asian and  
7 Hispanic grocery retailer.

8 15. Plaintiffs are informed and believe, and based thereon allege, that Defendant  
9 Weee! Inc. was and is a Delaware corporation that maintains operations and does business in the  
10 State of California, including in San Joaquin County, California. Plaintiffs are informed and  
11 believe, and based thereon allege, that Weee! Inc. is an online Asian and Hispanic grocery  
12 retailer.

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

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

26 18. At all times herein mentioned, each of said Defendants participated in the doing  
27 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore,  
28 Defendants, and each of them, were the agents, servants, and employees of each of the other

1 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were  
2 acting within the course and scope of said agency and employment.

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

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

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

#### 20 CLASS ACTION ALLEGATIONS

21 22. **Definition:** The named individual Plaintiffs seek class certification, pursuant to  
22 California Code of Civil Procedure § 382, of the following classes:

23 a. All current and former non-exempt employees who were employed by  
24 Defendant Weee! Inc. and/or Defendant Weee Logistics Inc. in the State of California, at any  
25 time from July 26, 2017, through the present (the "Class"); and

26 b. All current and former employees of Defendant Personal Servicing  
27 Solutions LLC in the State of California, at any time from July 26, 2020, through the present (the  
28 "Wage Statement Class").

1           23.     **Numerosity and Ascertainability:** The members of the classes are so numerous  
2 that joinder of all members would be impractical, if not impossible. The identities of the  
3 members of the classes are readily ascertainable by review of Defendants' records, including  
4 payroll records.

5           24.     **Adequacy of Representation:** The named Plaintiffs are fully prepared to take all  
6 necessary steps to represent fairly and adequately the interests of the classes defined above.  
7 Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the class  
8 members and the individual Plaintiffs. Plaintiffs' attorneys have prosecuted and settled wage-  
9 and-hour class actions in the past and currently have a number of wage-and-hour class actions  
10 pending in California state and federal courts.

11           25.     Defendants uniformly administered a corporate policy and practice of: (a) failing  
12 to pay minimum, regular, and overtime wages for time spent undergoing temperature checks  
13 conducted off-the-clock, in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and  
14 1197.1; (b) failing to provide off-duty rest breaks, or pay rest period premium compensation in  
15 lieu thereof, in violation of Labor Code § 226.7; (c) failing to provide off-duty meal breaks, or  
16 pay meal period premium compensation in lieu thereof, in violation of Labor Code §§ 226.7 and  
17 512; (d) failing to provide accurate itemized wage statements, in violation of Labor Code §  
18 226(a); (e) failing to maintain accurate payroll records, in violation of Labor Code § 1174; (f)  
19 failing to reimburse business expenses, in violation of Labor Code § 2802; and (g) engaging in  
20 unfair business practices in violation of the California Labor Code, the applicable IWC Wage  
21 Orders, and the UCL.

22           26.     Plaintiffs are informed and believe, and based thereon allege, that Defendants had  
23 a consistent and uniform policy, practice, and procedure of willfully failing to comply with  
24 Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and  
25 2802, the applicable IWC Wage Orders, and the UCL.

26           27.     **Common Question of Law and Fact:** There are predominant common questions  
27 of law and fact and a community of interest amongst Plaintiffs and the claims of the classes  
28 concerning Defendants' policy and practice of: (a) failing to pay minimum, regular, and overtime

1 wages for time spent undergoing temperature checks conducted off-the-clock, in violation of  
2 Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failing to provide off-duty rest  
3 breaks, or pay rest period premium compensation in lieu thereof, in violation of Labor Code §  
4 226.7; (c) failing to provide off-duty meal breaks, or pay meal period premium compensation in  
5 lieu thereof, in violation of Labor Code §§ 226.7 and 512; (d) failing to provide accurate  
6 itemized wage statements, in violation of Labor Code § 226(a); (e) failing to maintain accurate  
7 payroll records, in violation of Labor Code § 1174; (f) failing to reimburse business expenses, in  
8 violation of Labor Code § 2802; and (g) engaging in unfair business practices in violation of the  
9 California Labor Code, the applicable IWC Wage Orders, and the UCL.

10       28.     **Typicality:** The claims of Plaintiffs are typical of the claims of all members of the  
11 classes in that Plaintiffs have suffered the harms alleged in this Complaint in a similar and  
12 typical manner as the class members. As with other non-exempt employees of Defendants,  
13 Plaintiffs were required to undergo daily temperature checks while off-the-clock. Specifically,  
14 Plaintiffs were required to undergo temperature checks before clocking into their shifts, and  
15 again at the end of the workday, after they had clocked out of shifts. These temperature checks  
16 were conducted off-the-clock, and Plaintiffs were not paid any applicable minimum, regular, or  
17 overtime wages for such time spent undergoing said checks. In addition, Plaintiffs were not  
18 provided with a duty-free 10-minute rest break for every shift of 3.5 hours or more. Instead,  
19 Defendants required Plaintiffs and other employees to remain on work premises and attend work  
20 meetings during their rest breaks. Plaintiff Paramo was also not provided duty-free 30-minute  
21 meal breaks for every shift of 5 hours or more. Instead, Defendants required Plaintiff Paramo  
22 and other employees to remain on work premises and perform work during his meal breaks.  
23 Defendants did not pay Plaintiffs and other employees premium pay in lieu of these missed meal  
24 and rest breaks. To date, Plaintiffs have yet to receive the unpaid wages and rest and meal period  
25 premium pay owed to them. Thus, Defendants are liable for waiting time penalties under Labor  
26 Code § 203. Additionally, as a result of the underpayment and/or nonpayment of minimum,  
27 regular, and overtime wages and rest and meal period premiums, the wage statements provided  
28 to Plaintiffs displayed inaccurate gross wages earned, net wages earned, and hours worked, in

1 violation of Labor Code § 226(a). As a separate violation of Labor Code § 226(a), the wage  
2 statements issued to Plaintiffs identified the employer's address as "606 Red Lake Way, CA  
3 89110." Such address is incorrect, and in fact does not exist. Lastly, as a separate violation of  
4 the Labor Code, Defendants also failed to reimburse Plaintiffs for business-related expenses  
5 incurred while performing the job. In this regard, Plaintiffs were required to use their personal  
6 cell phones to download a mobile application—WEEE, for work purposes. Plaintiffs were  
7 required to use WEEE each shift. However, Plaintiffs were not reimbursed for the costs incurred  
8 in connection with the use of their personal cell phones for work purposes in violation of Labor  
9 Code § 2802. Therefore, Plaintiffs are members of the classes and have suffered the alleged  
10 violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1,  
11 1198, 2800, and 2802, the applicable Wage Orders, and the UCL.

12 29. The California Labor Code upon which Plaintiffs base these claims are broadly  
13 remedial in nature. These laws and labor standards serve an important public interest in  
14 establishing minimum working conditions and standards in California. These laws and labor  
15 standards protect the average working employee from exploitation by employers who may seek  
16 to take advantage of superior economic and bargaining power in setting onerous terms and  
17 conditions of employment.

18 30. The nature of this action and the format of laws available to Plaintiffs and class  
19 members identified herein make the class action format a particularly efficient and appropriate  
20 procedure to redress the wrongs alleged herein. If each employee were required to file an  
21 individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage  
22 since it would be able to exploit and overwhelm the limited resources of each individual plaintiff  
23 with their vastly superior financial and legal resources. Requiring each class member to pursue  
24 an individual remedy would also discourage the assertion of lawful claims by employees who  
25 would be disinclined to file an action against their former and/or current employer for real and  
26 justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

27 31. The prosecution of separate actions by the individual class members, even if  
28 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect

1 to individual class members against the Defendants and which would establish potentially  
2 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to  
3 individual class members which would, as a practical matter, be dispositive of the interest of the  
4 other class members not parties to the adjudications or which would substantially impair or  
5 impede the ability of the class members to protect their interests. Further, the claims of the  
6 individual members of the classes are not sufficiently large to warrant vigorous individual  
7 prosecution considering all of the concomitant costs and expenses.

8 32. Such a pattern, practice, and uniform administration of corporate policy regarding  
9 illegal employee compensation described herein is unlawful and creates an entitlement to  
10 recovery by Plaintiffs and the classes identified herein, in a civil action, for unpaid wages,  
11 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit  
12 according to the mandate of California Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174,  
13 1194, 1197, 1197.1, 1198, 2800, and 2802.

14 33. Proof of a common business practice or factual pattern, which the named  
15 Plaintiffs experienced and are representatives of, will establish the right of each of the members  
16 of the classes to recovery on the causes of action alleged herein.

17 34. The classes are commonly entitled to a specific fund with respect to the  
18 compensation illegally and unfairly retained by Defendants. The classes are commonly entitled  
19 to restitution of those funds being improperly withheld by Defendants. This action is brought for  
20 the benefit of the classes and will result in the creation of a common fund.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES**

23 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

24 35. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as  
25 though fully set forth herein.

26 36. This cause of action is brought pursuant to Labor Code §§ 201-204, 510, 558,  
27 1194, 1197, and 1197.1, which require an employer to pay employees minimum and regular  
28 wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a

1 workweek. The Labor Code also requires an employer to pay employees overtime wages for all  
2 hours worked greater than eight hours in a day and/or greater than 40 hours in a workweek.

3 37. At all relevant times herein, Defendants failed to pay all regular, minimum, and  
4 overtime wages to Plaintiffs and Class Members. As a pattern and practice, Defendants suffered  
5 and permitted Plaintiffs and Class Members to work without payment of minimum and regular  
6 wages for all hours worked in a workday and workweek, and without payment of overtime  
7 wages for all hours worked greater than eight hours in a day and/or greater than 40 hours in a  
8 workweek.

9 38. Specifically, Defendants required Plaintiffs and Class Members to undergo  
10 temperature checks before being allowed to enter work premises at the start of their shifts, before  
11 clocking into their shifts. Similarly, Defendants also required Plaintiffs and Class Members to  
12 undergo temperature checks before being allowed to leave work premises at the end of their  
13 shifts, after clocking out of their shifts. Said temperature checks were conducted off-the-clock,  
14 and Plaintiffs and Class Members were not compensated for the time spent undergoing said  
15 temperature checks. Thus, Defendants owe Plaintiffs and Class Members unpaid minimum,  
16 regular, and overtime wages.

17 39. Defendants had a uniform corporate pattern, practice, and procedure regarding the  
18 above practices in violation of the California Labor Code.

19 40. Such a pattern, practice, and uniform administration of corporate policy regarding  
20 illegal employee compensation as described herein is unlawful and creates an entitlement to  
21 recovery by Plaintiffs and the Class in a civil action, for the unpaid balance of the full amount of  
22 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according  
23 to the mandate of California Labor Code §§ 201-204, 218.5, 510, 558, 1194, 1197, and 1197.1.

24 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants'  
25 willful failure to provide all regular, minimum, and overtime wages due and owing to Plaintiffs  
26 and Class Members upon separation of employment results in a continued payment of wages up  
27 to thirty (30) days from the time the wages were due. Therefore, Plaintiffs and Class Members  
28 who have separated from employment are entitled to waiting time penalties pursuant to Labor

1 Code § 203.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE § 226.7**

4 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

5 42. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as  
6 though fully set forth herein.

7 43. This cause of action is brought pursuant to Labor Code § 226.7, which requires an  
8 employer to provide employees with a ten (10) minute paid rest period for every 3.5 hours  
9 worked by an employee. Defendants failed in their affirmative obligation to ensure that  
10 Plaintiffs and Class Members had the opportunity to take and were provided with paid, duty-free  
11 rest periods in accordance with the mandates of the California Labor Code and the applicable  
12 IWC Wage Order.

13 44. Plaintiffs and Class Members were suffered and permitted to work through legally  
14 required rest breaks and were denied the opportunity to take their rest breaks. In this regard,  
15 Defendants required Plaintiffs and Class Members to remain on work premises and attend work  
16 meetings during their rest breaks. As such, Defendants are responsible for paying premium  
17 compensation for missed rest periods pursuant to Labor Code § 226.7.

18 45. As a pattern and practice, Defendants regularly required employees to work  
19 through their rest periods without proper compensation and denied Plaintiffs and their employees  
20 the right to take proper rest periods as required by law. As a pattern and practice, Defendants  
21 failed to pay rest period premium compensation to Plaintiffs and Class Members in lieu of  
22 providing off-duty rest periods.

23 46. Such a pattern, practice, and uniform administration of corporate policy as  
24 described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class  
25 identified herein, in a civil action, for the lost wages and unpaid premium compensation pursuant  
26 to Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties,  
27 attorney's fees, and costs of suit.

28 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants'

1 willful failure to provide all rest period premium wages due and owing to Plaintiffs and Class  
2 Members upon separation of employment results in a continued payment of wages up to thirty  
3 (30) days from the time the wages were due. Therefore, Plaintiffs and Class Members who have  
4 separated from employment are entitled to compensation pursuant to Labor Code § 203.

5 **THIRD CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

7 **(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

8 48. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as  
9 though fully set forth herein.

10 49. At all relevant times, Defendants failed in their affirmative obligation to ensure  
11 that Plaintiffs and Class Members had the opportunity to take and were provided with off-duty  
12 meal periods in accordance with the mandates of the California Labor Code and the applicable  
13 IWC Wage Order.

14 50. More specifically, as a pattern and practice, Defendants regularly failed to provide  
15 Plaintiffs and Class Members with a thirty (30) minute uninterrupted duty-free meal period  
16 within five (5) hours of the beginning of their shift. Rather, Defendants required Plaintiffs and  
17 Class Members to remain on work premises and perform work during their meal breaks. As  
18 such, Defendants are responsible for paying premium compensation for missed meal periods  
19 pursuant to Labor Code § 226.7.

20 51. As a pattern and practice, Defendants regularly required employees to work  
21 through their meal periods without proper compensation and denied Plaintiffs and their  
22 employees the right to take proper meal periods as required by law. As a pattern and practice,  
23 Defendants failed to pay meal period premium compensation to Plaintiffs and Class Members in  
24 lieu of providing off-duty meal periods.

25 52. Such a pattern, practice, and uniform administration of corporate policy as  
26 described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class  
27 identified herein, in a civil action, for the lost wages and unpaid premium compensation pursuant  
28 to Labor Code § 226.7 and the applicable IWC Wage Order, including interest thereon, penalties,

1 attorney's fees, and costs of suit.

2 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants'  
3 willful failure to provide all meal period premium wages due and owing to Plaintiffs and Class  
4 Members upon separation of employment results in a continued payment of wages up to thirty  
5 (30) days from the time the wages were due. Therefore, Plaintiffs and Class Members who have  
6 separated from employment are entitled to compensation pursuant to Labor Code § 203.

7 **FOURTH CAUSE OF ACTION**

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

9 **(BY PLAINTIFFS, THE CLASS, AND THE WAGE STATEMENT CLASS AGAINST**  
10 **ALL DEFENDANTS)**

11 54. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as  
12 though fully set forth herein.

13 55. Labor Code § 226(a) requires employers to provide itemized wage statements to  
14 its employees that identify accurate information regarding their compensation. Defendants, as a  
15 matter of policy and practice, failed in their affirmative obligation to provide accurate itemized  
16 wage statements to Plaintiffs and Class Members, in violation of Labor Code § 226(a).

17 56. As a result of Defendants' failure to pay wages and rest and meal period  
18 violations as identified above, the wage statements issued to Plaintiffs and Class Members failed  
19 to identify the correct gross wages earned, net wages earned, and hours worked, in violation of  
20 Labor Code § 226(a).

21 57. As a separate violation of Labor Code § 226(a), the wage statements issued to  
22 Plaintiffs and Wage Statement Class Members also violated Labor Code § 226(a)(8). In this  
23 regard, Defendants issued wage statements to Plaintiffs and Wage Statement Class Members that  
24 inaccurately identified the employer's address as "606 Red Lake Way, CA 89110." Such  
25 address is incorrect as it does not exist.

26 58. The issuance of inaccurate wage statements caused injury to Plaintiffs and Class  
27 Members under Labor Code § 226(e), as they cannot accurately verify and/or calculate their  
28 wages.

59. Such a pattern, practice, and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiffs and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

### FIFTH CAUSE OF ACTION

**VIOLATION OF LABOR CODE § 2802**

**(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

60. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

61. This cause of action is brought pursuant to Labor Code § 2802, which provides that employees are entitled to be indemnified for expenses and losses in discharging the duties of their employers.

62. At all relevant times herein, Defendants regularly failed to reimburse and indemnify Plaintiffs and Class Members for business expenses necessary for the discharge of their duties. Specifically, Defendants failed to pay Plaintiffs and Class Members for work-related expenses, including without limitation, costs incurred with the use of personal cell phones. Plaintiffs and Class Members were required to use their personal cell phones to download and use a mobile application (WEEE) for work purposes. However, Defendants failed to reimburse the costs of using personal cell phones for work-related purposes.

63. Defendants had a uniform corporate pattern and practice and procedure regarding the above practice in violation of Labor Code § 2802.

64. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 2802.

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**SIXTH CAUSE OF ACTION**

**VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***

**(BY PLAINTIFFS AND THE CLASS AGAINST ALL DEFENDANTS)**

65. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

66. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, including by: (a) failing to pay minimum, regular, and overtime wages for time spent undergoing temperature checks conducted off-the-clock, in violation of Labor Code §§ 510, 558, 1194, 1197, and 1197.1; (b) failing to provide off-duty rest breaks or pay rest period premium pay in lieu thereof, in violation of Labor Code § 226.7; (c) failing to provide off-duty meal breaks or pay meal period premium pay in lieu thereof, in violation of Labor Code §§ 226.7 and 512; and (d) failing to reimburse business expenses, in violation of Labor Code § 2802.

67. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

68. Plaintiffs seek, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

69. Plaintiffs are informed and believe, and based thereon allege, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiffs and other Class Members the minimum working standards and conditions due to them under the California laws as specifically described therein.

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1 **SEVENTH CAUSE OF ACTION**

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

3 **(BY PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

4 70. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as  
5 though fully set forth herein.

6 71. Plaintiffs bring this cause of action as proxies for the State of California and in  
7 this capacity, seek penalties on behalf of all Aggrieved Employees in the State of California from  
8 June 21, 2020, through the present, for Defendants' violations of Labor Code §§ 201-204, 226,  
9 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, arising from Defendants'  
10 policy and practice of: (a) failing to pay minimum, regular, and overtime wages for time spent  
11 undergoing temperature checks conducted off-the-clock, in violation of Labor Code §§ 201-204,  
12 510, 558, 1194, 1197, and 1197.1; (b) failing to provide off-duty rest breaks, or pay rest period  
13 premium compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (c)  
14 failing to provide off-duty meal breaks, or pay meal period premium compensation in lieu  
15 thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (d) failing to provide accurate  
16 itemized wage statements, in violation of Labor Code § 226(a); (e) failing to maintain accurate  
17 payroll records, in violation of Labor Code § 1174; (f) failing to reimburse business expenses, in  
18 violation of Labor Code § 2802; and (g) violating Labor Code 1198 by requiring employees to  
19 work in excess of the maximum working hours set forth by the IWC.

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

25 73. On or about January 3, 2023, Paramo sent written notice to the California LWDA  
26 of Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1194,  
27 1197, 1197.1, 1198, 2800, and 2802, pursuant to the PAGA. In addition to the LWDA, Paramo  
28 also sent his notice to Defendants via certified mail pursuant to Labor Code § 2699.3.

74. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiffs' written notices nor indicated that it intends to investigate the Labor Code violations provided for in the written notices.

75. As such, pursuant to Labor Code § 2699(a), Plaintiffs seek recovery of any and all applicable civil penalties for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, for the time period described above, on behalf of themselves and other Aggrieved Employees.

### PRAYER FOR RELIEF

1. WHEREFORE, Plaintiffs pray for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

2. For an order certifying the proposed classes;

3. For an order appointing Plaintiffs as representatives of the classes as described herein;

4. For an order appointing Counsel for Plaintiffs as Class Counsel;

5. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys' fees;

6. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204 and 226.7, and for costs and attorneys' fees;

7. Upon the Third Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-204, 226.7, and 512, and for costs and attorneys' fees;

8. Upon the Fourth Cause of Action, for penalties pursuant to California Labor Code § 226, and for costs and attorneys' fees;

9. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to California Labor Code § 2802, and for costs and attorneys' fees;

10. Upon the Sixth Cause of Action, for restitution to Plaintiffs and other similarly affected members of the general public of all funds unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code

1 § 17200, *et seq.*, and for costs and attorneys' fees;

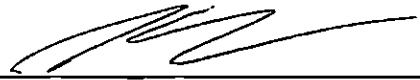
2 11. Upon the Seventh Cause of Action, for the full amount of penalties pursuant to  
3 California Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

4 12. On all causes of action for attorneys' fees and costs as provided by California  
5 Labor Code §§ 218.5, 226, 1194, and 2699, and Code of Civil Procedure § 1021.5; and

6 13. For such other and further relief the Court may deem just and proper.  
7

8 DATED: February 9, 2023

DIVERSITY LAW GROUP, P.C.

9  
10 By: 

Larry W. Lee

11 Max W. Gavron

Mai Tulyathan

12 Attorneys for Plaintiffs, the Class, and Aggrieved  
13 Employees  
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