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Attorney for Plaintiff
PEISHAN TYLER CHOU

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES—CENTRAL DISTRICT

PEISHAN TYLER CHOU,

Plaintiff,

v.

TRINET GROUP, INC., a Delaware Corporation;
TRINET HR III, INC., a Delaware Corporation;
RCM ENTERTAINMENT SERVICES, INC., a
Delaware Corporation; and DOES 1 through 10,
inclusive,

) CASE NO. 23STCV27845

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) [Unlimited Jurisdiction]

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) **SECOND AMENDED COMPLAINT FOR**
) **DAMAGES:**

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) 1. Violation of Cal. Lab. Code §§ 201, 202,
) 203 (Failure to Pay Wages Due at Separation
) of Employment)

) 2. Violation of Cal. Lab. Code § 227.3

) (Failure to Pay Vested Vacation Upon
) Separation)

) 3. Violation of Cal. Lab. Code § 226 (Failure
) to Provide Accurate Itemized Wage
) Statements)

) 4. Violation of Bus. & Prof. Code §§ 17200 et
) seq. (Unlawful Business Practice)

) 5. Violation of Private Attorneys General Act
) §§ 2698 et seq. ("PAGA")

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) **[JURY TRIAL DEMANDED]**

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1 Plaintiff PEISHAN TYLER CHOU (“PLAINTIFF”), on behalf of herself and all employees
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. This action is brought on behalf of PLAINTIFF and all similarly-situated employees who
5 were subject to one or more of the violations alleged herein by defendant TRINET GROUP, INC., TRINET
6 HR III, INC., or defendant RCM ENTERTAINMENT SERVICES, INC. (collectively, “DEFENDANTS”),
7 as well as on behalf of the state of California as a Private Attorney General pursuant to the Private Attorney
8 General Act (“PAGA”) as a result of one or more of the violations by DEFENDANTS of the California Labor
9 Code alleged herein.

10 2. As it relates to PLAINTIFF’s individual claims only, the term “RELEVANT TIME
11 PERIOD” or “TIME PERIOD” is defined as four (4) years prior to the filing of the original COMPLAINT.
12 Unless otherwise stated, all events described below occurred during the RELEVANT TIME PERIOD.

13 **THE PARTIES**

14 3. PLAINTIFF is, and at all times herein mentioned was, a resident of the County of Los
15 Angeles. PLAINTIFF began her employment with Defendants on or about October 15, 2020.

16 4. Defendant TRINET GROUP, INC. (“TRINET”) is a Delaware corporation that advertises
17 itself as a “professional employer organization (“PEO”) that provides small and medium-size businesses with
18 full-service HR solutions.”

19 5. Defendant TRINET HR III, INC. (“HR”) is a Delaware corporation.

20 6. Defendant RCM ENTERTAINMENT SERVICES, INC. (“RCM”) is a Delaware
21 corporation that provides services and management capabilities for certain entertainment-related assets on
22 behalf of Raven Capital Management LLC.

23 7. PLAINTIFF is ignorant of the true names, capacities, relationships, and extent of
24 participation in the conduct herein alleged of defendants sued herein as DOES 1 through 50, inclusive, but on
25 information and belief alleges that said defendants are legally responsible for the violations alleged herein.
26 PLAINTIFF will amend this complaint to allege the true names and capacities of the DOE defendants when
27 ascertained.
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8. PLAINTIFF is informed and believes, and based thereon alleges, that each DEFENDANT acted in all respects pertinent to this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS. Furthermore, DEFENDANTS operate as joint employers, a joint venture and/or single business enterprise, integrated enterprise, and/or are agents of one another, are alter egos, joint employers, and conspire with one another to increase profits by engaging in the conduct described in this complaint.

9. PLAINTIFF brings this lawsuit seeking declaratory, injunctive, and monetary relief against PLAINTIFF and each of them, on behalf of herself, and as a Private Attorney General to recover, among other things, all unpaid wages, statutory penalties, civil penalties, attorneys' fees and costs pursuant to California Labor Code §§ 201 – 203, 226, 227.3, PAGA, and Business & Profession Code §§ 17200 et seq., among possibly other sections inadvertently omitted. Plaintiff also reserves the right to name additional representatives throughout the State of California.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over the causes of action alleged in this COMPLAINT because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

11. PLAINTIFF is a citizen of the United States that resides in the State of California.

12. TRINET is a Delaware corporation with a principal place of business located at One Park Place Suite 600, Dublin, CA 94568.

13. HR is a Delaware corporation with a principal place of business at One Park Place Suite 600, Dublin, CA 94568.

14. RCM is a Delaware corporation with a principal place of business located at 75 Spring Street, 6th Floor, New York, NY 10012.

15. Venue is proper in the County of Los Angeles, because DEFENDANTS conduct business in the County of Los Angeles, PLAINTIFF is a resident of the County of Los Angeles, and the acts and omissions set forth herein occurred in the County of Los Angeles.

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1 information and belief, TRINET, HR, or combination thereof internally designated RCM as its
2 client and designated PLAINTIFF as a “worksite employee.” PLAINTIFF is unsure about the true
3 identify of her employer because, on the one hand, some of the paperwork received during her
4 employment suggests TRINET was the employer, while other paperwork suggests HR was the
5 employer.

6 26. For example, a “TriNet Terms and Conditions Agreement” (TCA) was provided to
7 PLAINTIFF. The TCA provides that “In this [TCA], ‘TriNet’ includes TriNet Group, Inc., and all
8 its direct and indirect subsidiaries (including, but not limited to your TriNet co-employer, as
9 defined below), whether doing business in their own name or otherwise.” The TCA does not
10 expressly identify the purported employer for PLAINTIFF, but rather indicates the “TriNet co-
11 employer” is the “company whose name appears on your wage statements.” The TCA later
12 provides that “Unless prohibited by law or expressly provided in a written agreement signed by
13 the Chief Executive Officer and President of TriNet, your relationship with your TriNet co-
14 employer is ‘at-will,’ meaning that you and your TriNet co-employer have the right to terminate
15 the relationship at any time, with or without cause, and with or without advance notice.”

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17 27. As another example, an employee handbook was also provided to PLAINTIFF. The
18 handbook includes almost three-hundred references to “TriNet” but only two of these references
19 refers to a specific TriNet entity, i.e., TriNet Group, Inc. One of these two references instructs
20 employees to “get in touch with TriNet” by mail at “TriNet Group, Inc. Attn: [Add appropriate
21 department . . . or TriNet professional].” The second appears in the “all rights reserved” section on
22 the last page of the handbook. In all other instances, “TriNet” does not specify a particular legal
23 entity, including in the at-will section of the handbook, which provides “TriNet has the option of
24 ending your co-employment with us at any time, with or without cause and with or without advance
25 notice. Termination of your co-employment with TriNet may not necessarily include termination
26 of your employment with your company.”

27 28. As another example, PLAINTIFF’S w-2 for year 2021 and 2022 identify “TriNet
28 HR III, Inc.” as her “Employer’s name.”

1 29. Regardless, neither TRINET, HR, nor RCM provided notice of a policy on vacation
2 accrual limits to PLAINTIFF during her employment.

3 30. Despite this lack of notice, the DEFENDANTS imposed an accrual limit of 20 days,
4 i.e., equal to the yearly accrual amount.

5 31. Upon information and belief, DEFENDANTS imposed a similar accrual limit, i.e.,
6 a limit equal to the yearly accrual amount, with or without notice, on exempt and non-exempt
7 employees (the “VACATION AGGRIEVED”). For the portion of the VACATION AGGRIEVED
8 separated from employment while subjected to these accrual policies, they did not receive payment
9 upon termination for amounts attributable to vacation time that would have accrued but for the
10 accrual limit.

11 32. In addition, on or about March 2023, PLAINTIFF inquired whether she could
12 expect her annual performance bonus for the prior year’s work. On or about March 2023,
13 DEFENDANTS affirmed she would receive the bonus sometime between March 15, 2023, and
14 the end of the month. DEFENDANTS further represented that the bonus would be “at least”
15 \$50,000, which aligned with the bonus provided in the prior year.

16 33. On June 7, 2023, the DEFENDANTS terminated PLAINTIFF by providing her
17 with the following paperwork required by Cal. Unemp. Ins. Code § 1089, Cal. Code Regs. tit. 22
18 § 1089-1(d), and Cal. Lab. Code § 2808:

- 19 a. Notice to Employee as to Change in Relationship (dated June 5, 2023, made
20 “effective” June 1, 2023);
21 b. certain benefit related information (dated June 5, 2023, made “effective” June 1,
22 2023);
23 c. Form DE 2320 benefit information; and
24 d. Form DHCS 9061.

25 34. PLAINTIFF’S final check did not align to either the date of termination (June 7,
26 2023), the date the communications were drafted (June 5, 2023), or the purported “effective” date
27 of termination (June 1, 2023). Instead, the check (dated June 3, 2023), reflected a pay period of
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June 1, 2023, through June 2, 2023.

35. On any of these dates, PLAINTIFF'S daily rate based on her then effective salary was \$1,346.15, i.e., an annual salary of \$350,000, divided by 260 workdays for a full-time employee. Consistent with this daily rate, PLAINTIFF received payment for 20 days of PTO and 1 day of waiting time penalties.

36. PLAINTIFF also received regular pay in the amount of \$1,325.76, i.e., approximately \$23 less than her daily rate. The miscalculation was caused by DEFENDANTS' policy or practice of using a different denominator for purposes of calculating the daily rate on regular time than applicable to final pay on vacation and waiting time penalties. In this case, it appears, based on information and belief, that DEFENDANTS calculated the daily rate for regular time termination purposes based a calculation of annual salary, divided by 24 bi-weekly periods, divided by 88 hours, multiplied by 8 hours.

37. Compounding the issue of underpayment, DEFENDANTS did not identify the hourly rate for regular time on any of PLAINTIFF'S wage statements.

38. Upon information and belief, DEFENDANTS failed to identify the hourly rate for regular time on wage statements for any exempt employee (the "EXEMPT RATE AGGRIEVED"). For the portion of the EXEMPT RATE AGGRIEVED separated from employment while subjected to the underpayment policy, they did not receive payment of all earned and unpaid upon termination.

39. PLAINTIFF did not receive pay for her annual performance bonus upon termination and has not yet received any monies attributable to her annual performance bonus.

40. PLAINTIFF'S wage statement includes TriNet's logo in the top left, which appears directly above PLAINTIFF'S name. RCM is identified prominently on the top center in bolded text along with RCM's address. TriNet's logo and RCM's information is visually separated from each other by a light grey line. The wage statement then proceeds to provide employee-specific wage information. At the bottom of the wage statement, the wage statement includes a bolded orange line that separates the wage statement visually from information concerning "TriNet HR

1 III, Inc.,” including HR’s address and the following statement: “For questions, contact Connect
2 360.” A redacted copy of a wage statement produced by RCM to PLAINTIFF in response to
3 PLAINTIFF’S pre-litigation request for employment documents is included hereto as Exhibit C.

4 41. Based on PLAINTIFF’S review of her wage statements, she is unable to promptly
5 and easily determine whether TRINET, HR, or RCM is the sole employer or joint employer.

6 42. Upon information and belief, TRINET and HR followed a similar policy of not
7 clearly identifying themselves as the employer (the “WAGE STATEMENT AGGRIEVED”).

8 43. The VACATION AGGRIEVED, EXEMPT RATE AGGRIEVED, and WAGE
9 STATEMENT AGGRIEVED are hereinafter collectively referred to as the AGGRIEVED
10 EMPLOYEES.

11 **FIRST CAUSE OF ACTION**

12 **Failure to Pay Wages Due upon Separation of Employment**

13 **(Against All DEFENDANTS)**

14 44. Plaintiff realleges and incorporates by reference all preceding and following
15 paragraphs as if fully set forth herein.

16 45. Plaintiff is informed and believes, and based thereon alleges, that as part of
17 DEFENDANTS’ ongoing unfair business practices, DEFENDANTS failed to pay all employees
18 all wages earned during their employment at the time of their separation in violation of Labor Code
19 section 201, 202, and 203.

20 46. Labor Code section 201 provides that employers are required to pay an employee
21 whose employment is terminated by the employer all wages earned throughout their employment
22 and unpaid immediately upon termination.

23 47. Labor Code section 202 requires employers to pay an employee who quits his or
24 her employment all wages earned and unpaid no later than seventy-two hours thereafter.

25 48. Labor Code section 203 provides that when an employer who fails to pay all wages
26 earned and due to an employee who is discharged or quits within the appropriate timeframes set
27 forth in section 201 and 202, the wages of the employee shall continue as a penalty at the
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1 employee's regular rate of daily pay for each day the full amount of unpaid wages is not paid, up
2 to thirty days.

3 49. Accordingly, PLAINTIFF is entitled to waiting time penalties as provided under
4 law.

5 50. PLAINTIFF further seeks recovery of attorneys' fees and costs as permitted by law.

6 **SECOND CAUSE OF ACTION**

7 **Failure to Pay Vested Vacation Upon Separation**

8 **(Against All DEFENDANTS)**

9 51. Plaintiff realleges and incorporates by reference all preceding and following
10 paragraphs as if fully set forth herein.

11 52. Pursuant to Labor Code § 227.3, an employer that has implemented a paid vacation,
12 paid time off, or compensated time off policy must, upon an employee's separation from
13 employment, pay to the employee all vested but unused vacation and/or paid time off at her final
14 rate of pay.

15 53. At all relevant times, DEFENDANTS utilized a policy and practice through which
16 PLAINTIFF accrued vacation hours. However, DEFENDANTS imposed a vacation policy or
17 practice that limited the accrual of a vacation to a sum equal to or less than the yearly accrual rate.

18 54. As a result, employees during any given year would have been prohibited from
19 accruing additional vacation time until such time as their employers permitted them to take
20 vacation.

21 55. For example, PLAINTIFF never took vacation during her employment and yet
22 DEFENDANTS never permitted her to accrue more than 20 days of vacation time.

23 56. Such a policy, with or without notice, is unlawful and unenforceable.

24 57. As a consequence, PLAINTIFF should have and did accrue vacation that failed to
25 pay at the "final rate" as required by Labor Code § 227.3.

26 58. Accordingly, PLAINTIFF is entitled to waiting time penalties as provided under
27 law.
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1 59. PLAINTIFF further seeks recovery of attorneys' fees and costs as permitted by law.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Provide Accurate Itemized Wage Statements**

4 **(Against All DEFENDANTS)**

5 60. PLAINTIFF realleges and incorporates by reference all preceding and following
6 paragraphs as if fully set forth herein.

7 61. Labor Code section 226, subdivision (a), requires employers to provide employees
8 an accurate itemized wage statement that includes specified information, including, without
9 limitation, "(8) the name and address of the legal entity that is the employer . . . and (9) all
10 applicable hourly rates in effect during the pay period"

11 62. Labor Code section 226, subdivision (e)(1), provides an "employee suffering injury
12 as a result of a knowing an intentional failure by an employer to comply with subdivision (a) is
13 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
14 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
15 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
16 is entitled to an award of costs and reasonable attorney's fees."

17 63. Labor Code section 226, subdivision (e)(2), provides an employee "is deemed to
18 suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete
19 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and
20 the employee cannot promptly and easily determine from the wage statement alone" certain
21 information, including, the hourly rates (Lab. Code, § 226(e)(2)(B)(i)) or name and address of the
22 employer (Lab. Code, § 226(e)(2)(B)(iii)).

23 64. PLAINTIFF is informed and believes that DEFENDANTS knowingly and
24 intentionally failed to include all applicable hourly rates and (as to TRINET and HR only) the
25 name and address of the employer as required by Labor Code section 226.

26 65. PLAINTIFF is informed and believes that DEFENDANTS failure to include
27 required information caused injury to PLAINTIFF, who was unable to promptly and easily
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1 determine the requisite information.

2 66. Accordingly, PLAINTIFF is entitled to statutory penalties as provided under law.

3 67. PLAINTIFF further seeks recovery of attorneys' fees and costs pursuant to Labor
4 Code section 226, subdivision (e), and as otherwise permitted by law.

5 **FOURTH CAUSE OF ACTION**

6 **Unfair or Unlawful Business Practices**

7 **(Against all DEFENDANTS)**

8 68. PLAINTIFF realleges and incorporates by reference all preceding and following
9 paragraphs herein as if fully alleged herein.

10 69. PLAINTIFF brings this claim individually.

11 70. Business and Professions Code section 17200, et seq. (also known as the UCL)
12 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business practices.
13 Any person suffering injury inf act and has lost money or property as a result of such practices
14 may prosecute a civil action for violation of the UCL.

15 71. Beginning at an exact date unknown to PLAINTIFF, but at least since the date four
16 years prior to the filing of this lawsuit, DEFENDANTS have committed acts of unfair competition
17 by engaging in the unlawful and unfair business practices and acts described in this complaint,
18 including but not limited to, violations of Labor Code sections 201, 202, 203, 226, and 227.3, as
19 well as other statutes as described above.

20 72. The violation of these laws and regulations, as well as the fundamental California
21 public policies protecting workers, serve as unfair business practices and unlawful predicate acts
22 and practices for purposes of the UCL.

23 73. As a result of these actions, PLAINTIFF, on information and belief, alleges that
24 DEFENDANTS are unfairly competing with other comparable companies in the State of
25 California in violation of the UCL.

26 74. Due to these unlawful, unfair, and/or fraudulent business practices,
27 DEFENDANTS have gained a competitive advantage over other comparable companies doing
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1 business in the State of California.

2 75. PLAINTIFF requests injunctive and relief pursuant to the UCL to enjoin
3 DEFENDANTS from continuing the unfair/unlawful business practices alleged herein.

4 76. PLAINTIFF also seeks restitution pursuant to the UCL.

5 77. PLAINTIFF herein takes upon enforcement of these laws and lawful claims. There
6 is a financial burden involved in pursuing this action. The action is seeking to vindicate a public
7 right, and it would be against the interests of justice to penalize PLAINTIFF by forcing
8 PLAINTIFF to pay attorneys' fees from the recovery in this action.

9 78. Accordingly, PLAINTIFF further seeks recovery of attorneys' fees and costs as
10 permitted by law, including Code of Civil Procedure section 1021.5 and otherwise.

11 **FIFTH CAUSE OF ACTION**

12 **Violation of the California Private Attorneys General Act**

13 **(Against All DEFENDANTS)**

14 79. PLAINTIFF realleges and incorporates by reference all preceding and following
15 paragraphs herein as if fully alleged herein.

16 80. PLAINTIFF is an "aggrieved employee" under PAGA.

17 81. PLAINTIFF seeks to recover all applicable and available PAGA remedies, as well
18 as attorneys' fees, and/or other damages as permitted by PAGA through a representative action for
19 the violations of the Labor Code noticed above against herself and all AGGRIEVED
20 EMPLOYEES.

21 82. PLAINTIFF has exhausted administrative prerequisites.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff TYLER CHOU prays for judgment against DEFENDANTS
24 and DOES 1 through 10, as follows:

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- 26 1. For compensatory damages, according to proof;
 - 27 2. For pre and post-judgment interest at the legal rate;
 - 28 3. For all remedies, statutory and civil penalties, and restitution available under the

causes of actions listed above, including PAGA;

4. Injunctive, equitable and declaratory relief;

5. Attorneys' fees and costs of suit; and

6. For such other and further relief as the Court deems proper.

Date: April 5, 2024

Respectfully submitted,

ACLIENT PC

By: /s/ Robert A. Escalante

ROBERT A. ESCALANTE

Attorney for Plaintiff

PEISHAN TYLER CHOU

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a trial by jury.

Date: April 5, 2024

Respectfully submitted,

ACLIENT PC

By: /s/ Robert A. Escalante

ROBERT A. ESCALANTE

Attorney for Plaintiff

PEISHAN TYLER CHOU