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Electronically FILED by
Superior Court of California,
County of Los Angeles
10/18/2024 2:56 PM
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Attorney for PLAINTIFF and the CLASS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAMES N. COLLINS III, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALPHA EXPRESS, LLC, a Limited Liability
Company doing business in California; Ting
Yun Hsu and DOES 1 through 50, inclusive,

Defendants.

Case No. **24STCV27390**

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

- (1) **VIOLATION OF LABOR CODE § 226;**
- (2) **VIOLATION OF LABOR CODE §§ 201-204, 558, 1194, 1197, and 1197.1;**
- (3) **VIOLATION OF LABOR CODE §§ 201-204, 510, 558, 1194, 1197, and 1197.1;**
- (4) **VIOLATION OF LABOR CODE §§ 201-204, 510, 558, 1174, 1198, and 1199;**
- (5) **VIOLATION OF LABOR CODE §§ 226.7 AND 512;**
- (6) **VIOLATION OF LABOR CODE § 226.7;**
- (7) **VIOLATION OF LABOR CODE § 2802;**
- (8) **VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200, ET SEQ.; AND**
- (9) **VIOLATION OF LABOR CODE §2698, ET SEQ.**

DEMAND OVER \$35,000

1 Plaintiff JAMES N. COLLINS III (“Plaintiff”), hereby submits their Class Action and
2 PAGA Complaint against Defendants ALPHA EXPRESS, LLC, a Limited Liability Company
3 doing business in California; Tingyung Hsu, an individual; and Does 1-50 (hereinafter
4 collectively referred to as “Defendants”), as an individual and on behalf of the Class of all other
5 similarly situated current and former employees of Defendants for penalties and/or damages for
6 failure to provide accurate, itemized wage statements, penalties and/or damages for failure to
7 pay all minimum and overtime wages for hours worked, penalties and/or damages for failure to
8 provide off-duty meal and rest periods, failure to reimburse business expenses, penalties under
9 California Labor Code statutes, and restitution for unfair business practices in violation of
10 Business and Professions Code § 17200, *et seq.*, as follows:

11 **INTRODUCTION**

12 1. This class action is within the Court’s jurisdiction under California Labor Code
13 §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802, the
14 California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the California Unfair
15 Competition Law (the “UCL”), codified at California Business and Professions Code § 17200,
16 *et seq.*

17 2. This Complaint challenges systemic illegal employment practices resulting in
18 violations of the California Labor Code and Business and Professions Code against employees
19 of Defendants.

20 3. Plaintiff is informed and believes and based thereon alleges that Defendants
21 jointly and severally have acted intentionally and with deliberate indifference and conscious
22 disregard to the rights of all employees by failing to keep accurate records, failing to pay
23 overtime and minimum wages for all hours worked, failing to provide compliant meal and rest
24 breaks, and failing to reimburse business expenses as to Plaintiff and the Class. Plaintiff is
25 informed and believes and based thereon alleges that Defendants have engaged in, among other
26 things a system of willful violations of the California Labor Code, Business and Professions
27 Code and applicable IWC Wage Orders by creating and maintaining policies, practices and
28 customs that knowingly deny employees the above stated rights and benefits.

1 4. The policies, practices and customs of defendants described above and below
2 have resulted in unjust enrichment of Defendants and an unfair business advantage over
3 businesses that routinely adhere to the strictures of the California Labor Code and the California
4 Business and Professions Code.

5 **JURISDICTION AND VENUE**

6 5. The Court has jurisdiction over the violations of the California Labor Code §§
7 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802 and the UCL.

8 6. Venue is proper in Los Angeles County because Plaintiff worked for Defendant in
9 this County.

10 **PARTIES**

11 7. On or about April 1, 2023, Plaintiff began working for Defendants as an hourly,
12 non-exempt delivery driver. On or about May 29, 2024 Plaintiff's employment ended. Plaintiff
13 was and is the victim of the policies, practices, and customs of Defendants complained of in this
14 action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§
15 201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802 and the
16 applicable IWC Wage Orders, and the UCL.

17 8. Plaintiff is informed and believes and based thereon alleges that Defendant,
18 ALPHA EXPRESS, LLC is a Limited Liability Company doing business the State of California
19 providing shipping and delivering services.

20 9. Defendant Tingyung Hsu ("Mr. Hsu"), an individual, is at all relevant times
21 mentioned herein, a resident within the State of California and the County of Los Angeles.
22 Plaintiff is informed and believes, and thereon alleges, that Defendant Tingyung Hsu was the
23 employer and/or was a "person acting on behalf of the employer" and a managing agent within
24 the meaning of California Labor Code § 558.1.

25 10. Plaintiff is informed and believes and based thereon alleges that at all times
26 herein mentioned Defendant and DOES 1 through 50 are and were business entities,
27 individuals, and partnerships, licensed to do business and actually doing business in the State of
28 California.

1 11. As such, and based upon all the facts and circumstances incident to Defendants'
2 business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7,
3 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, and 2802, the IWC Wage Orders and the UCL.

4 12. Plaintiff does not know the true names or capacities, whether individual, partner
5 or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that
6 reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to
7 amend this complaint when the true names and capacities are known. Plaintiff is informed and
8 believes and based thereon alleges that each of said fictitious Defendants were responsible in
9 some way for the matters alleged herein and proximately caused Plaintiff and members of the
10 general public and class to be subject to the illegal employment practices, wrongs and injuries
11 complained of herein.

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

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

24 15. At all times herein mentioned, Defendants, and each of them, were members of,
25 and engaged in, a joint venture, partnership and common enterprise, and acting within the
26 course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

27 16. At all times herein mentioned, the acts and omissions of various Defendants, and
28 each of them, concurred and contributed to the various acts and omissions of each and all of the

1 other Defendants in proximately causing the injuries and damages as herein alleged. At all
2 times herein mentioned, Defendants, and each of them, ratified each and every act or omission
3 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
4 and abetted the acts and omissions of each and all of the other Defendants in proximately
5 causing the damages as herein alleged.

6 **CLASS ACTION ALLEGATIONS**

7 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
8 California Code of Civil Procedure § 382, of a class of all current and former non-exempt
9 employees who worked for Defendants at any time during the 4 years prior to the filing of this
10 complaint, through the present, in the State of California (the “Class”). The Class also consists
11 of the following additional class and subclasses:

12 A. All current and former non-exempt employees who were paid “Bonus”, “Ca
13 Bonus” and “Incentive” wages or were subject to Defendants policies by
14 Defendants at any time from four years prior to the filing of this complaint,
15 through the present (the “Non-discretionary Class”);

16 18. Specifically, Defendants failed to pay Plaintiff and Class Members for work-
17 related expenses, including without limitation, the costs incurred with the use of cell phones. In
18 connection with Defendants’ policy of requiring Plaintiff and Class Members to use their
19 phones to receive delivery routes and answering messages from Defendants dispatcher.
20 Additionally, Plaintiff and Class members were provided with black Amazon pants, vests and
21 shirts which they were required to wash and maintain Employers uniforms without
22 reimbursement nor were they compensated with wages for the time spent maintaining
23 Employers uniforms.

24 19. **Numerosity and Ascertainability:** The members of the Class are so numerous
25 that joinder of all members would be impractical, if not impossible. The identity of the
26 members of the Class is readily ascertainable by review of Defendants records, including
27 payroll records. Plaintiff alleges that Defendants: (a) failed to provide accurate, itemized wage
28 statements in violation of Labor Code § 226; (b) failed to pay overtime for all hours worked,in

1 violation of Labor Code §§ 510, 558, 1194, and 1197.1; (c) failed to pay minimum wages for all
2 hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failed to provide
3 off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failed to pay all
4 earned wages to employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199,
5 and the applicable IWC Wage Orders; (f) failed to reimburse business expenses in violation of
6 Labor Code § 2802; and (g) engaged in Unfair Business Practices in violation of the UCL, the
7 California Labor Code, including without limitation, California Labor Code §§ 226.7, 510, 512,
8 558, 1194, 1197, 1197.1, and the applicable IWC Wage Orders.

9 20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
10 necessary steps to represent fairly and adequately the interests of the class defined above.
11 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and
12 individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class
13 actions in the past and currently have a number of wage-and-hour class actions pending in
14 California courts.

15 21. Defendants uniformly administered a corporate policy, practice of: (a) failing to
16 provide accurate, itemized wage statements in violation of Labor Code § 226; (b) failing to pay
17 overtime for all hours worked, in violation of Labor Code §§ 510, 558, 1194, and 1197.1; (c)
18 failing to pay minimum wages for all hours worked in violation of Labor Code §§ 558, 1194,
19 1197, and 1197.1; (d) failing to provide off-duty meal and rest breaks in violation of Labor
20 Code §§ 226.7 and 512; (e) failing to pay all earned wages to employees in violation of Labor
21 Code §§ 510, 558, 1174, 1194, 1198, 1199, and the applicable IWC Wage Orders; (f) failing to
22 reimburse business expenses in violation of Labor Code § 2802; and (g) engaging in Unfair
23 Business Practices in violation of the UCL, the California Labor Code, including without
24 limitation, California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197, 1197.1, and the
25 applicable IWC Wage Orders.

26 22. **Common Question of Law and Fact:** There are predominant common
27 questions of law and fact and a community of interest amongst Plaintiff and the claims of the
28 Class concerning Defendants: (a) failing to provide accurate, itemized wage statements in

1 violation of Labor Code § 226; (b) failing to pay overtime for all hours worked in violation of
2 Labor Code §§ 510, 558, 1194, and 1197.1; (c) failing to pay minimum wages for all hours
3 worked, in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (d) failing to provide off-
4 duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (e) failing to pay all
5 earned wages to employees in violation of Labor Code §§ 510, 558, 1174, 1194, 1198, 1199,
6 and the applicable IWC Wage Orders; (f) failing to reimburse business expenses in violation of
7 Labor Code § 2802; and (g) engaging in Unfair Business Practices in violation of the UCL, the
8 California Labor Code, including without limitation, California Labor Code §§ 226.7, 510, 512,
9 558, 1194, 1197, 1197.1, and the applicable IWC Wage Orders.

10 **23. Typicality:** The claims of Plaintiff are typical of the claims of all members of
11 the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
12 manner as the Class members. Plaintiff was not provided proper and accurate itemized wage
13 statements identifying all hours worked and payment for all minimum and overtime wages, as
14 well as premium pay for missed meal and rest breaks. Specifically, Defendants failed to pay
15 Plaintiff and Class Members for work-related expenses, including without limitation, the costs
16 incurred with the use of cell phones. In connection with Defendants' policy of requiring
17 Plaintiff and Class Members to use their phones to receive delivery routes and answering to
18 messages from the dispatchers. Additionally, Plaintiff and Class members were provided with
19 black Amazon pants, vests and shirts which they were required to wash and maintain
20 Employers uniforms without reimbursement nor were they compensated with wages for the
21 time spent maintaining Employers uniforms. As such, Plaintiff is a member of the Class and
22 has suffered the alleged violations of California Labor Code §§ 201-204, 226, 226.7, 510, 512,
23 558, 1174, 1194, 1197, 1197.1, 1198, and 2802, and the applicable IWC Wage Orders.

24 **24.** The California Labor Code and upon which Plaintiff bases these claims is
25 broadly remedial in nature. These laws and labor standards serve an important public interest in
26 establishing minimum working conditions and standards in California. These laws and labor
27 standards protect the average working employee from exploitation by employers who may seek
28 to take advantage of superior economic and bargaining power in setting onerous terms and

1 conditions of employment.

2 25. The nature of this action and the format of laws available to Plaintiff and
3 members of the Class identified herein make the class action format a particularly efficient and
4 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
5 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
6 advantage since it would be able to exploit and overwhelm the limited resources of each
7 individual Plaintiff with Defendant's vastly superior financial and legal resources. Requiring
8 each Class member to pursue an individual remedy would also discourage the assertion of
9 lawful claims by employees who would be disinclined to file an action against their former
10 and/or current employer for real and justifiable fear of retaliation and permanent damage to their
11 careers at subsequent employment.

12 26. The prosecution of separate actions by the individual class members, even if
13 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
14 to individual Class members against the Defendant and which would establish potentially
15 incompatible standards of conduct for the Defendant, and/or (b) adjudications with respect to
16 individual Class members which would, as a practical matter, be dispositive of the interest of
17 the other Class members not parties to the adjudications or which would substantially impair or
18 impede the ability of the Class members to protect their interests. Further, the claims of the
19 individual members of the Class are not sufficiently large to warrant vigorous individual
20 prosecution considering all of the concomitant costs and expenses.

21 27. Such a pattern, practice and uniform administration of corporate policy regarding
22 illegal employee compensation described herein is unlawful and creates an entitlement to
23 recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid overtime,
24 unpaid minimum wages, including interest thereon, unpaid meal and rest period premium pay,
25 applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of
26 California Labor Code §§ 201-203, 218.5, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1,
27 1198, and 2802, the applicable IWC Wage Orders and Code of Civil Procedure § 1021.5.

28 28. Proof of a common business practice or factual pattern, which the named

1 PLAINTIFF experienced and is representative of, will establish the right of each of the
2 members of the Class to recovery on the causes of action alleged herein.

3 29. The Class is commonly entitled to a specific fund with respect to the
4 compensation illegally and unfairly retained by Defendant. The Class is commonly entitled to
5 restitution of those funds being improperly withheld by Defendant. This action is brought for
6 the benefit of the entire class and will result in the creation of a common fund.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF LABOR CODE § 226**

9 **(BY PLAINTIFF AND THE CLASS, AND ALL SUB-CLASSES AGAINST ALL**
10 **DEFENDANTS)**

11 30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
12 though fully set for herein.

13 31. Defendant failed in its affirmative obligation to provide accurate itemized wage
14 statements. Defendant, as a matter of policy and practice, did not provide accurate records in
15 violation of Labor Code § 226 by failing to provide accurate payroll records for Plaintiff and the
16 Class.

17 32. Here, Plaintiff and the Class were paid hourly. As such, the wage statements
18 should have reflected the number of hours worked and the applicable hourly rates, pursuant to
19 Labor Code § 226(a)(9). However, the wage statements provided to Plaintiff and the Class failed
20 to identify such information of the wages owed for premium pay for missed meal and rest
21 periods and/or improper on-duty meal periods. The wage statements did not accurately reflect the
22 gross and net wages earned and total hours worked in violation of Labor Code §226(a)(1), (2)
23 and (5).

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

**VIOLATION OF LABOR CODE §§ 226.7 AND 512
(AGAINST ALL DEFENDANTS BY ALL PLAINTIFF AND THE MEAL BREAK
CLASS)**

35. Defendant failed in its affirmative obligation to ensure that Plaintiff and Meal Break Class members had the opportunities to take and were provided with 30-minute duty-free meal periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff and Meal Break Sub-Class members were suffered and permitted to work through legally required meal breaks and were denied the opportunity to take their duty-free rest breaks. As such, Defendant is responsible for paying premium compensation for missed meal periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendant, as a matter of corporate policy and procedure, regularly failed to pay such premium compensation for each rest period Plaintiff and the Meal Break Sub-Class members missed.

36. Plaintiff and Meal Break Sub-Class members regularly worked shifts longer than 5 hours and/or more than 10 hours in a workday and accordingly had a right to take a 30-minute meal period each day worked in any such shifts and a second 30-minute meal period for shifts longer than 10 hours. As a pattern and practice, Defendant regularly required employees to work through their meal periods without proper compensation and denied Plaintiff and their employees the right to take proper meal periods as required by law. This policy of requiring employees to work through their legally mandated meal periods and not allowing them to take proper duty-free meal periods is a violation of California law.

37. Plaintiff is informed and believe and based thereon alleges that Defendant willfully failed to pay employees who were not provided the opportunity to take meal breaks the premium compensation required by Labor Code § 226.7 and the applicable IWC Wage Order and that Plaintiff and those employees similarly situated are owed wages for the meal period violations set forth above. Plaintiff is informed and believes and based thereon alleges

1 Defendant's willful failure to provide Plaintiff and other class members the wages due and owing
2 them upon separation from employment results in a continued payment of wages up to thirty (30)
3 days from the time the wages were due. Therefore, Plaintiff and other members of the class who
4 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

5 38. Such a pattern, practice and uniform administration of corporate policy as
6 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and class
7 members identified herein, in a civil action, for the unpaid balance of the unpaid premium
8 compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order, including
9 interest thereon, penalties, and costs of suit.

10 11 **THIRD CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE §§ 510, 558, 1194, and 1197.1**

13 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

14 39. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
15 though fully set for herein.

16 40. This cause of action is brought pursuant to Labor Code §§ 510, 558, 1194, and
17 1197.1, which require an employer to pay employees overtime at a rate of one and one-half the
18 employee's regular rate of pay for any work in excess of eight hours in a workday or 40 hours
19 in a workweek.

20 41. As a pattern and practice, Defendant suffered and permitted employees to work
21 in excess of eight hours in a workday and/or over 40 hours in a workweek without overtime
22 pay. Defendants had a uniform corporate pattern and practice and procedure regarding the
23 above practices in violation of Labor Code §§ 510 and 1194.

24 42. Such a pattern, practice and uniform administration of corporate policy regarding
25 illegal employee compensation as described herein is unlawful and creates an entitlement to
26 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
27 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
28 to the mandate of California Labor Code §§ 510, 558, 1194, and 1197.1.

1 43. Plaintiff is informed and believes, and based thereon allege, that Defendants'
2 willful failure to provide all overtime wages due and owing Plaintiff and Class Members upon
3 separation from employment results in a continued payment of wages up to thirty (30) days
4 from the time the wages were due. Therefore, Plaintiff and other members of the Class who
5 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

6 **FOURTH CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE §§ 201-204, 510, 558, 1174, 1198, and 1199**

8 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

9 44. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
10 though fully set for herein.

11 45. This cause of action is brought pursuant to California Labor Code §§ 201-204,
12 510, 558, 1174, 1194, 1198, and 1199, which require an employer to pay employees all earned
13 regular, minimum, and overtime wages.

14 46. At all relevant times herein, Defendants had a corporate policy, pattern, and
15 practice of failing to pay all earned regular, minimum, and overtime wages to Plaintiff and
16 Class Members.

17 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 willfully failed to pay employees all regular, minimum, and overtime wages pursuant to the
19 California Labor Code and the applicable IWC Wage Orders, and that Plaintiff and Class
20 Members are owed wages for the violations set forth above.

21 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
22 willful failure to pay Plaintiff and Class Members the wages due and owing to them upon
23 separation from employment results in a continued payment of wages up to thirty (30) days
24 from the time the wages are due. Therefore, Class Members who have separated from
25 employment are entitled to compensation pursuant to Labor Code § 203.

26 49. Such a pattern, practice and uniform administration of corporate policy regarding
27 illegal employee compensation as described herein is unlawful and creates an entitlement to
28 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of

1 wages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to
2 the mandate of California Labor Code §§ 201-204, 218.5, 510, 558, 1174, 1194, 1198, and
3 1199, and the IWC Wage Orders.

4 **FIFTH CAUSE OF ACTION**

5 **FOR VIOLATION OF LABOR CODE §§ 226.7 AND 512**

6 **(BY PLAINTIFF, THE CLASS, AGAINST ALL DEFENDANTS)**

7 51. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
8 though fully set for herein.

9 52. At all relevant times, Defendant failed in its affirmative obligation to ensure that
10 Plaintiff and class members, had the opportunity to take and were provided with off-duty meal
11 periods in accordance with the mandates of the California Labor Code and the applicable IWC
12 Wage Order. At all relevant times, Plaintiff and Class Members were suffered and permitted to
13 work through legally required meal breaks and were denied the opportunity to take their off-duty
14 meal breaks. As such, Defendant is responsible for paying premium compensation for missed
15 meal periods pursuant to Labor Code § 226.7 and the applicable IWC Wage Order. Defendant,
16 as a matter of corporate policy and procedure, regularly failed to pay such premium
17 compensation for each meal period Plaintiff and the Class Members missed.

18 53. At all relevant times, Plaintiff and Class Members regularly worked in excess of
19 five (5) hours per day and accordingly had a right to take a 30-minute meal period each day
20 worked in excess of five (5) hours. Furthermore, Plaintiff and Class Members who worked in
21 excess of ten (10) hours per day had a right to take a second 30-minute meal period each day
22 worked in excess of ten (10) hours.

23 54. As a pattern and practice, Defendant regularly required employees to work
24 through their meal periods without proper compensation and denied Plaintiff and other
25 employees the right to take proper meal periods as required by law.

26 55. Such a pattern, practice and uniform administration of corporate policy as
27 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
28 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium

1 compensation pursuant to Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order,
2 including interest thereon, penalties, and costs of suit.

3 56. Plaintiff is informed and believes, and based thereon allege, that Defendants'
4 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
5 Members upon separation from employment results in a continued payment of wages up to thirty
6 (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class
7 who have separated from employment are entitled to compensation pursuant to Labor Code §
8 203.

9 **SIXTH CAUSE OF ACTION**

10 **VIOLATION OF LABOR CODE § 226.7**

11 **(BY PLAINTIFF, THE CLASS, AND THE REST PERIOD SUB-CLASS AGAINST ALL**
12 **DEFENDANTS)**

13 57. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
14 though fully set for herein.

15 58. Plaintiff and other members of Class regularly worked shifts of three and one-half
16 hours (3.5) hours or more per day and accordingly had a right to take a 10-minute rest period
17 each day. Furthermore, Plaintiff and other members of Class who worked shifts of seven and
18 one-half (7.5) hours or more per day had a right to take a second 10-minute rest period.

19 59. Defendants failed in their affirmative obligation to provide all of their employees,
20 including Plaintiff and other members of Class, the opportunity to take rest periods in accordance
21 with the mandates of the California Labor Code and the applicable IWC Wage Order. Plaintiff
22 and other members of Class were suffered and permitted to work through legally required rest
23 breaks and were denied the opportunity to take their rest breaks. As such, Defendants are
24 responsible for paying premium compensation for missed rest periods pursuant to Labor Code §
25 226.7.

26 60. As a pattern and practice, Defendants regularly required employees to work
27 through their rest periods without proper compensation and denied Plaintiff and their employees
28 the right to take proper rest periods as required by law.

1 61. Such a pattern, practice and uniform administration of corporate policy as
2 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and other
3 members of Class identified herein, in a civil action, for the unpaid balance of the unpaid
4 premium compensation pursuant to Labor Code § 226.7, including interest thereon, penalties and
5 costs of suit.

6 62. Plaintiff is informed and believes and based thereon alleges that Defendants
7 willfully failed to pay employees who were not provided the opportunity to take rest breaks the
8 premium compensation set out in Labor Code § 226.7 and that Plaintiff and those employees
9 similarly situated are owed wages for the rest period violations set forth above. Plaintiff is
10 informed and believes and based thereon alleges Defendants' willful failure to provide Plaintiff
11 and other members of Class the wages due and owing them upon separation from employment
12 results in a continued payment of wages up to thirty (30) days from the time the wages were due.
13 Therefore, Plaintiff and other members of Class who have separated from employment are
14 entitled to compensation pursuant to Labor Code § 203.

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 2802**

17 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

18 63. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
19 though fully set for herein.

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

23 65. At all relevant times, Defendants regularly failed to reimburse and indemnify
24 Plaintiff and the Class members for business expenses incurred in the discharge of their duties.
25 Costs that Plaintiff and Class Members incurred in connection with these calls were not
26 reimbursed.

27 66. Defendant had a uniform corporate pattern and practice and procedure regarding
28 the above practices in violation of Labor Code § 2802.

1 67. Such a pattern, practice and uniform administration of corporate policy regarding
2 Defendant's failure to reimburse employees for their business expenses as described herein is
3 unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid
4 balance of the full amount of damages owed, including interest thereon, penalties, attorneys'
5 fees, and costs of suit according to the mandate of California Labor Code § 2802.

6 **EIGHTH CAUSE OF ACTION**

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

8 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

9 68. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
10 though fully set for herein.

11 69. Defendants, and each of them, have engaged and continue to engage in unfair and
12 unlawful business practices in California by practicing, employing and utilizing the employment
13 practices outlined above, include, to wit, by: (a) failing to pay overtime for all hours worked, in
14 violation of Labor Code §§ 510, 558, 1194, and 1197.1; (b) failing to pay minimum wages for all
15 hours worked in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to provide
16 off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing to
17 reimburse business expenses in violation of Labor Code § 2802; and (e) engaging in Unfair
18 Business Practices in violation of the UCL, all in violation of the California Labor Code and
19 applicable IWC Wage Orders.

20 70. Defendants' utilization of such unfair and unlawful business practices constitutes
21 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

22 71. Plaintiff seeks, individually and on behalf of other members of the Class similarly
23 situated, full restitution of monies, as necessary and according to proof, to restore any and all
24 monies withheld, acquired and/or converted by the Defendants by means of the unfair practices
25 complained of herein.

26 72. Plaintiff is informed and believes, and based thereon alleges, that at all times
27 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
28 as proscribed by California Business and Professions Code § 17200, et seq., including those set

1 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
2 working condition standards and conditions due to them under the California laws and the
3 applicable IWC Wage Orders as specifically described therein.

4 **NINTH CAUSE OF ACTION**

5 **VIOLATION OF CAL. LABOR CODE § 2698, *ET SEQ.***

6 **(BY PLAINTIFFS AS PROXIES FOR THE STATE OF CALIFORNIA AGAINST ALL**
7 **DEFENDANTS)**

8 73. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
9 though fully set forth herein.

10 74. Plaintiff brings this cause of action as proxies for the State of California and in
11 this capacity, seek penalties on behalf of all Aggrieved Employees for Defendant's violations
12 of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, from
13 February 28, 2023, through the present, for (a) failing to pay minimum, regular and/or
14 overtime for all hours worked, including without limitation, time that class members spent to
15 check whether their scheduled shifts were modified or cancelled in violation of Labor Code §§
16 510, 558, 1194, and 1197.1; (b) failing to pay minimum, regular and/or overtime wages for all
17 hours worked, including without limitation, time that class members spent maintaining and
18 cleaning uniforms in violation of Labor Code §§ 558, 1194, 1197, and 1197.1; (c) failing to
19 provide off-duty meal and rest breaks in violation of Labor Code §§ 226.7 and 512; (d) failing
20 to pay proper reporting time wages in violation of Labor Code §§ 201-204, 510, 558, 1174,
21 1194, 1198, and 1199 and the applicable Wage Order; (e) failing to reimburse business
22 expenses in violation of Labor Code § 2802.

23 75. On or about July 25, 2024, Plaintiff sent written notice to the California Labor
24 & Workforce Development Agency (the "LWDA") and Defendants via certified mail of
25 Defendants' violations of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197,
26 1197.1, 1198, pursuant to the PAGA. Plaintiff was provided a LWDA number of LWDA-CM-
27 1041790-24. On July 25, 2024, Plaintiff sent written notice to the LWDA and Defendants via
28 certified mail of their PAGA notice.

76. As of the date of this filing, the LWDA has not provided written notice regarding whether it intends to investigate the Labor Code violations set forth in Plaintiff's written notices. Therefore, Plaintiff may seek any and all applicable penalties under PAGA. As such, pursuant to Labor Code § 2699(a), Plaintiffs seek recovery of any and all applicable civil penalties for Defendants' violation of Labor Code §§201-204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198 for the time periods described above, as proxies for the State of California and on behalf of other Aggrieved Employees

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representatives of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages or penalties pursuant to statute as set forth in California Labor Code § 226, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 558, 1197, and 1197.1, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for damages and/or penalties pursuant to statute as set forth in California Labor Code §§ 201-203, 510, 558, 1194, 1197, and 1197.1, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for damages and/or penalties, and for costs and attorneys' fees, pursuant to California Labor Code §§ 201-204, 218.5, 510, 558, 1174, 1194, 1198, and 1199;
8. Upon the Fifth Cause of Action, for damages and/or penalties pursuant to California Labor Code §§ 201-203, 226.7, 512, 558, and for costs;

1 9. Upon the Sixth Cause of Action, for damages and/or penalties pursuant to
2 California Labor Code §§ 201-203, 226.7, 558, and for costs;

3 10. Upon the Seventh Cause of Action, for damages and/or penalties, costs and
4 attorneys' fees pursuant to Labor Code § 2802;

5 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and other
6 similarly effected members of the general public of all funds unlawfully acquired by
7 Defendants by means of any acts or practices declared by this Court to be in violation of
8 Business and Professions Code § 17200, *et seq.*, for the time periods described above;

9 12. Upon the Ninth Cause of Action, for civil penalties, costs and attorneys'
10 fees pursuant to Labor Code §§ 226.3 and 2699;

11 13. On all causes of action, for attorneys' fees and costs as provided by
12 California Labor Code §§ 218.5, 226, 510, 558, 1194, 1197.1, and Code of Civil
13 Procedure § 1021.5; and

14 14. For such other and further relief as the Court may deem just and proper.
15

16 Dated: October 18, 2024

WORK LAWYERS PC,

17
18 By: Justin Lo
19 Justin Lo
20 Attorney for Plaintiff and the Class
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27
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EXHIBIT A



NOTICE OF LABOR CODE VIOLATIONS - PAGA
(Labor Code § 2699.3)

DATE July 25, 2024

DELIVERY Online Filing and Certified U.S. Mail

RECIPIENTS California
Workforce Development Agency
PAGAfilings@dir.ca.gov

**SUBJECT: NATHANIEL JAMES COLLINS III v. ALPHA EXPRESS, LLC —NOTICE OF
LABOR CODE VIOLATIONS UNDER CAL. LABOR CODE §2699.3**

Dear Representative:

This office represents Mr. Collins with respect to their claims against Alpha Express, LLC and Tingyung Hsu, Chief Executive Officer (“Employer”) for violations of the California Labor Code and IWC Wage Orders. This letter is being sent simultaneously to Employers by certified mail.

Employers are a corporation doing business in the State of California. Employers employed Mr. Collins from approximately April 1, 2023, until their last date of employment of approximately May 29, 2024. During their employment with Employers, Mr. Collins was employed as a “Delivery Driver” at Employers’ warehouse located at 5750 Mesmer Ave STE D, Culver City, CA 90230.

Mr. Collins intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, et seq., the Private Attorneys General Act of 2004 (“PAGA”). Mr. Collins is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of any of the Employers working within California holding various positions who experienced at least one or more of the violations set forth in this notice. (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3.

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As detailed below, Employers violated several of California's wage and hour laws during Complainant's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the applicable Industrial Welfare Commission Wage Orders ("IWC Wage Order"). The claims made on behalf of Complainant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION.

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Complainant and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Complainant and Aggrieved Employees were provided non-discretionary pay of "Bonus" and "Incentive" that was not incorporated in their regular rate of pay thus causing underpayment of wages and premium payments, including but not limited to rest and meal period premiums and overtime compensation.

In addition, Complainant and Aggrieved Employees were required to maintain and clean Employers uniforms without compensation. These uniforms are the property of Employer and must be returned to the Employer.

First, Employers regularly required Complainant and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Complainant and Aggrieved Employees to: (1) respond to Employers and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Complainant and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages.

Employers also failed to accurately record the actual time worked by Complainant and Aggrieved Employees. Finally, and as a matter of policy and/or practice, Employers failed to pay overtime to Complainant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration and all compensable work time.

As a result of the foregoing practices, Employers have failed to pay Complainant and Aggrieved Employees all owed wages for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employers required Complainant and Aggrieved Employees to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Complainant and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Complainant and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Complainant and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels, affecting all non-exempt/hourly employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Complainant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; and (6) Employers' policy and culture prevented Complainant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Accordingly, Employers violated of the applicable IWC Wage Order and California Labor Code sections 226.7(a), 512(a) and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties of the applicable IWC Wage Order; penalties pursuant to California Labor Code California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS.

Employers failed to authorize and permit Complainant and Aggrieved Employees to take legally compliant 10-minute periods. Employers required Complainant and Aggrieved Employees to work through rest periods. Complainant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Complainant and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Complainant and Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Complainant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Complainant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Complainant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Complainant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Complainant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in person verbal interruptions; and (7) Employers' policy and culture prevented Complainant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Complainant and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), and 1198.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to the applicable IWC Wage Order; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

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4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT.

As to each pay period, Employers have failed to timely pay all wages earned because Complainant and Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUTTING EMPLOYEES.

As to each pay period, Employers have failed to timely pay all wages earned because Complainant Aggrieved Employees were not paid all the wages they were owed including, inter alia, overtime compensation, straight time wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 201(a), 202(a) and 203(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the wage statements provided to Complainant and Aggrieved Employees never included the actual hours worked the time worked was detrimentally rounded, the correct name and address of the legal employing entity, and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS.

Employers have failed to maintain accurate records relating to Complainant and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant the applicable IWC Wage Order; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Complainant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the use of Complainant and Aggrieved Employees use of their personal cell phones to communicate with fellow co-workers and supervisors regarding job duties. Complainant was required to record his time accordingly and received orders to be delivered on his personal cell phone without full reimbursement for cellular data. Complainant and Aggrieved employees were provided with Black Amazon branded pants, Amazon vests and Amazon branded shirts. He was required to maintain his uniform on his own time and expense without company reimbursement.

Accordingly, Employers violated IWC Order and California Labor Code sections 2800 and 2802.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order; and attorneys' fees and costs.

9. FAILURE TO PAY VACATION TIME.

Pursuant to California Labor Code section 227.3, “. . .whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.” During the relevant time period, Employers failed to pay Complainant and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employers have violated California Labor Code section 227.3.

Complainant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; and attorneys' fees and costs.

10. FAILURE TO PAY SICK TIME.

Pursuant to California Labor Code section 246(l), all sick pay must be paid at the regular rate of pay. Employers have failed to pay Complainant and Aggrieved Employees their sick pay at the correct rate of pay. Accordingly, Employers have violated California Labor Code section 246(l).

Complainant and Aggrieved Employees will therefore seek PAGA penalties pursuant to Labor Code section 2699; California Labor Code section 227 penalties; relief under California Labor Code 248.5, and attorneys' fees and costs.

Sincerely,

JUSTIN LO ESQ.

Notice via Certified Mail

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Glendale, CA 91203

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