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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MANNETTE MANN, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

YUSEN LOGISTICS (AMERICAS) INC., a
New York Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. **24STCV30953**

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Mannette Mann (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants Yusen
3 Logistics (Americas) Inc., a New York Corporation; and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by owning and operating a global supply chain logistics
28 company, providing freight-forwarding, warehousing, and distribution services in locations

1 throughout the world, including several locations within the State of California.

2 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
3 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
4 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 17).

5 7. Plaintiff does not know the true names or capacities, whether individual, partner,
6 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
8 amend this Representative Action Complaint when such true names and capacities are
9 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
10 defendants, whether individual, partners, or corporate, were responsible in some manner for the
11 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
12 Employees (as defined in Paragraph 17) to be subject to the unlawful employment practices,
13 wrongs, injuries, and damages complained of herein.

14 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
15 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
16 defined in Paragraph 17).

17 9. At all times herein mentioned, each of said Defendants participated in the doing
18 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
19 Defendants, and each of them, were the agents, servants, and employees of each and every one
20 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
21 were acting within the course and scope of said agency and employment. Defendants, and each
22 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
23 omissions complained of herein.

24 10. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
28 Aggrieved Employees (as defined in Paragraph 17).

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12. Defendants required Plaintiff and other non-exempt employees to be subject to an alternative workweek schedule (“AWS”) that called for four 10-hour shifts per workweek without paying overtime for hours worked over 8 hours but less than 10 hours. However, upon information and belief, the AWS was not properly instituted because, prior to any AWS election, Defendants failed to follow the notice/disclosures procedures required by Wage Order 9, § 3(C), including (but not limited to) by failing to provide written notice/disclosure regarding the AWS in Spanish, even though at least 5% of Defendants’ workforce primarily speak Spanish. As a result of its failure to properly institute an AWS, Defendants have improperly failed to pay Plaintiff and other non-exempt employees time-and-a-half for all overtime hours worked, resulting in unpaid overtime wages.

13. Defendants also failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods due to Defendants' meal period policies/practices. Specifically, Plaintiff was not provided with meal periods that were a full 30 minutes of "net rest" in an area away from the work station that is appropriate for rest, which employers are required by the Wage Order to maintain for their employees to use during their meal and rest periods. Because of the distance between the breakroom, the time clocks, and the areas where Plaintiff performed her work duties, including the area between where she was required to park her forklift prior to walking to the time clocks and breakroom, Plaintiff and other non-exempt employees would have to shorten their meal periods several minutes in order to return to work before the end of 30 minutes. Thus, Plaintiff and other non-exempt employees were not provided with full 30-minute meal periods of net rest in an area appropriate for rest away from the workstation. In addition, Defendants failed to provide Plaintiff and other non-exempt employees

1 with second meal periods on shifts over 10.0 hours. On those occasions when Plaintiff was not
2 provided with all legally-required meal periods to which he was entitled, Defendants failed to
3 compensate Plaintiff with the proper meal period premium for each workday in which she
4 experienced a meal period violation as mandated by Labor Code § 226.7, calculated at the regular
5 rate of pay instead of at Plaintiff's base rate of pay.

6 14. Defendants have also failed to authorize and permit all required rest periods for
7 Plaintiff and other non-exempt employees. Specifically, Defendants failed to authorize and
8 permit an uninterrupted 10-minute rest period for every four hours worked or major fraction
9 thereof. Plaintiff was not provided with rest periods that were a full 30 minutes of "net rest" in
10 an area away from the work station that is appropriate for rest, which employers are required by
11 the Wage Order to maintain for their employees to use during their meal and rest periods.
12 Because of the distance between the breakroom and the areas where Plaintiff performed her work
13 duties, Plaintiff and other non-exempt employees would have to shorten rest meal periods several
14 minutes in order return to their work stations before the end of ten minutes. On those occasions
15 when Plaintiff was not authorized and permitted all legally required rest periods to which she
16 was entitled, Defendants failed to compensate Plaintiff with the required rest period premium
17 for each workday in which they experienced a rest period violation as mandated by Labor Code
18 § 226.7. Upon information and belief, during at least a portion of the relevant time period,
19 Defendants maintained no payroll code for paying rest period premiums under Labor Code §
20 226.7.
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22 15. During Plaintiff's employment with Defendants, Defendants also failed to
23 properly calculate the regular rate of pay when calculating their employees' sick time pay by
24 failing to include all forms of non-discretionary incentive pay when calculating the sick pay rate.
25 Instead, Defendants calculated sick time pay at the base rate earned by Plaintiff and other non-
26 exempt employees, thus providing Plaintiff and other non-exempt employees with sick time pay
27 at below the regular rate of pay, in violation of California law. This failure to include all forms
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1 of non-discretionary incentive pay in the regular rate of pay also resulted in an underpayment of
2 overtime wages.

3 16. As a result of Defendants' failure to compensate Plaintiff and other non-exempt
4 employees for all minimum wages, overtime wages, all meal period premium wages, and sick
5 time pay at the correct regular rate of pay, Defendants maintained inaccurate payroll records and
6 failed to issue accurate, compliant, itemized wage statements.

7 17. Based on the foregoing, Plaintiff seeks to represent herself and other aggrieved
8 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
9 violations discussed herein.

10 **FIRST CAUSE OF ACTION**
11 **PRIVATE ATTORNEYS GENERAL ACT**
12 **(AGAINST ALL DEFENDANTS)**

13 18. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
14 fully set forth herein.

15 19. Defendants have committed several Labor Code violations against Plaintiff and
16 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor
17 Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this
18 representative action against Defendants to recover the civil penalties due to Plaintiff, other
19 aggrieved employees, and the State of California according to proof, including, but not limited
20 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
21 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
22 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
23 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
24 employee per pay period; (3) \$250.00 for each initial violation; and \$1,000.00 for each
25 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4)
26 \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per
27 pay period for those violations of the Labor Code for which no civil penalty is specifically
28 provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;
- b. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- e. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174.

20. On or about September 5, 2024, Plaintiff notified Defendants Yusen Logistics (Americas) Inc. via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 19 (a)-(e). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

21. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved

employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 19 (a)-(e);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Dated: November 22, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



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Attorneys for Plaintiff