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April 14, 2026
CA3897

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency YELP INC.
Online Filing

CT Corporation System
330 N Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Leonardo Cuervo ("Plaintiff") and all other Aggrieved Employees of Yelp Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Yelp Inc. in California, including any employees staffed with Yelp Inc. by a third party, and classified as non-exempt employees during the time period of April 14, 2025 until a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from November of 2024 to September of 2025. Plaintiff was at all times classified by Defendant as non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for non-compliant meal and rest breaks, for all of their time spent working off the clock, and for business expenses incurred but not reimbursed.

Yelp is a leading online platform and mobile app that connects consumers with local businesses through user-generated reviews, ratings, and photos. Plaintiff worked for Defendant as a Junior Account Executive and worked remotely from his residence in Los

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Angeles. Plaintiff spent a significant portion of his workday on the phone promoting Yelp products to current customers and potential new customers. In short, Plaintiff's main job duty was to sell Yelp products to businesses by educating them on how Yelp works in order to persuade them to buy ads and/or buy web page upgrades. Sufficed to say, Plaintiff and other Aggrieved Employees were under significant pressure to meet Defendant's sales goals. As a result, during Plaintiff's employment with Defendant he was subjected to numerous violations of the California Labor Code.

First, Plaintiff was periodically unable to take compliant meal and rest breaks in violation of Cal. Labor Codes Section 226.7 & 512. For example, given that Plaintiff's main job duty was selling over the phone, it was not uncommon for his meal breaks to be late due to being on the phone with a customer while trying to close sales when the 5th hour of his shift occurred. Being on the phone with customers also caused rest breaks to be late from time to time. In addition, since Plaintiff used the "Workday" website to clock in and out for lunch, shoddy WiFi service sometimes caused Plaintiff to be unable to log into the website in order to clock out for a timely lunch. Moreover, given the high amount of pressure put on Plaintiff and other Aggrieved Employees to meet sales goals, Plaintiff sometimes missed his meal break and 2nd rest break. Ultimately, Defendant did not pay the meal and rest break penalties Plaintiff was entitled to for the meal and rest break violations that occurred during the PAGA Period. Indeed, Plaintiff's wage statements indicate that no meal or rest break penalties were paid to him during the PAGA Period.

In addition, when Plaintiff was clocked out during his meal breaks he was sometimes interrupted with work-related issues causing some off the clock work to occur. Specifically, the phone system Plaintiff used was online and during his meal breaks the ringtone would send work-related notifications. This is in addition to email notifications and Microsoft team notifications Plaintiff received during meal breaks. These work-related notifications were rampant at times despite Plaintiff's best efforts to ignore them. Plaintiff also had communications with his manager while off the clock from time to time regarding work-related issues, such as scheduling issues. This off the clock work resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were as a result of the non-payment of meal and rest break penalties and the failure to pay for all the off the clock work.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime, minimum and meal and rest break premium wages earned. The wage statements violated section 226(a) because, for example, they did not list the total

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hours worked by Plaintiff since they did not include off the clock time that was not recorded by Defendant's timekeeping system.

Further, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime and sick pay rate during certain pay periods in violation of Cal. Lab. Code Sections 246, 510, and 512. For example, Plaintiff's wage statements show that Defendant paid Plaintiff non-discretionary incentive wages, including but not limited to, "**Additional Incentive**" and "**Local Sales Commission**" during the PAGA Period and during pay periods where Plaintiff also worked overtime. However, Defendant failed to include these wages into Plaintiff's regular rate and as a result Defendant underpaid Plaintiff overtime wages during those pay periods. See **Exhibit #1**, which are true and correct copies of Plaintiff's payroll records dated May 2, 2025 and May 15, 2025, respectively, which show overtime being worked during the same pay period when Plaintiff earned a \$3,000 "**Additional Incentive**" payment and \$830 "**Local Sales Commission**" payment, without these non-discretionary payments being factored into Plaintiff's regular rate for purposes of calculating his correct overtime rate during that pay period.

Plaintiff also has not been sufficiently reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff used his personal cell phone from time to time to communicate with his manager and also used his cell phone for work-related purposes when the Internet went out. Plaintiff also paid for Internet expenses and for power/electricity since he worked remotely from his residence. While Plaintiff from time to time received a Remote Work Payment and/or Remote Work Reimbursement, the amounts received by Plaintiff were minimal and not enough to cover the reasonable expenses he incurred for the benefit of Defendant.

Defendant also failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.