

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Malcolm Mackey

Jace H. Kim, Esq. (SBN 282039)  
[Jace.Kim@DominguezFirm.com](mailto:Jace.Kim@DominguezFirm.com)  
Carlos Andres Perez, Esq. (SBN 285645)  
[Carlos.Perez@DominguezFirm.com](mailto:Carlos.Perez@DominguezFirm.com)  
Javier Ramirez, Esq. (SBN 308498)  
[Javier.Ramirez@DominguezFirm.com](mailto:Javier.Ramirez@DominguezFirm.com)  
**THE DOMINGUEZ FIRM, LLP**  
3250 Wilshire Boulevard, Suite 1200  
Los Angeles, California 90010  
Telephone: (213) 381-4011  
Facsimile: (213) 201-8212

Attorneys for Plaintiffs,  
OSMIN CALDERON

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

**21STCV17630**

OSMIN CALDERON, an individual,  
Plaintiffs,

v.

DYNAMO AVIATION, INC., a California  
corporation; ADP TOTALSOURCE, INC., a  
Florida corporation; and DOES 1 through 20,  
inclusive,

Defendants.

Case No.

**COMPLAINT FOR DAMAGES FOR:**

- 1. FAILURE TO PAY WAGES (CAL. LAB. CODE §§201, 1182.12, 1194, 1194.2, 1197, 558);**
- 2. FAILURE TO PROVIDE MEAL AND REST PERIODS (FAILURE TO PAY WAGES FOR MISSED MEAL AND REST PERIODS) (I.W.C. WAGE ORDER NO. 5-2001, CAL. LAB. CODE §§226.7, 512, 558);**
- 3. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (CAL. LAB. CODE §§ 226 ET SEQ., 1174 ET SEQ., 558);**
- 4. WAITING TIME PENALTIES (UNPAID WAGES DUE) (CAL. LAB. CODE §§201, 202, 203, 218.5);**
- 5. FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS (CAL. LABOR CODE §1198.5);**
- 6. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**
- 7. CIVIL PENALTIES UNDER PRIVATE ATTORNEY GENERAL ACT (CAL. LAB. CODE §2699)**

1 [DEMAND OVER \$25,000]

2 [DEMAND FOR JURY TRIAL]

3  
4 COMES NOW PLAINTIFF, OSMIN CALDERON, and for causes of action against  
5 Defendants, alleges as follows:

6  
7 **JURISDICTION**

8 1. This Court is the proper court, and this action is properly filed in the County of Los  
9 Angeles, because Defendants' obligations and liability arise therein, because Defendants maintain  
10 offices and transact business within the County of Los Angeles, and because the work that is the subject  
11 of this action was performed by Plaintiff in the County of Los Angeles.

12  
13 **THE PARTIES**

14 2. Plaintiff OSMIN CALDERSON (hereinafter referred to as "Plaintiff"), at all times  
15 relevant hereto, was a resident of the County of Los Angeles, State of California.

16 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
17 hereto, Defendant DYNAMO AVIATION, INC., (hereinafter referred to as "DYNAMO") was and is a  
18 California corporation doing business in the County of Los Angeles, California.

19 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
20 hereto, Defendant ADP TOTALSOURCE, INC., (hereinafter referred to as "ADP") was and is a  
21 California corporation doing business in the County of Los Angeles, California.

22 5. At all times relevant herein, DYNAMO AVIATION, INC. and ADP (hereinafter  
23 collectively referred to as "Defendants") were Plaintiff's employer, joint employer, and/or special  
24 employer within the meaning of the Labor Code and Industrial Welfare Commission Order No. 1-2001.

25 6. The true names and capacities, whether individual, corporate, associate, or otherwise, of  
26 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiffs at this time and  
27 therefore said Defendants are sued by such fictitious names. Plaintiffs will seek leave to amend this  
28 complaint to insert the true names and capacities of said Defendants when the same become known to

1 Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously  
2 named Defendants are responsible for the wrongful acts alleged herein, and are therefore liable to  
3 Plaintiff as alleged hereinafter.

4 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
5 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,  
6 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the  
7 other Defendants, and in doing the things alleged herein, were acting at least in part within the course  
8 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status  
9 and/or joint venture and with the permission and consent of the other Defendants.

10 8. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and  
11 each of them, including those Defendants named as DOES 1-20, acted in concert with one another to  
12 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one  
13 another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and  
14 believes, and based thereupon alleges, that Defendants, and each of them, including those Defendants  
15 named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan pursuant  
16 to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as  
17 part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff's harm.

18 9. Whenever and wherever reference is made in this complaint to any act or failure to act  
19 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts  
20 and/or failures to act by Defendants and DOES 1-20 acting individually, jointly and severally.

21  
22 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

23 10. Plaintiff is informed and believes, and based thereupon alleges, that there exists such a  
24 unity of interest and ownership between Defendants and DOES 1-20 that the individuality and  
25 separateness of Defendants have ceased to exist.

26 11. Plaintiff is informed and believes, and based thereupon allege, that despite the formation  
27 of purported corporate existence, Defendants and DOES 1-20 are, in reality, one and the same.

28 12. Accordingly, Defendants and DOES 1-20 constitute the alter egos of one another, and

1 the fiction of their separate corporate existence must be disregarded.

2 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
3 thereupon alleges that Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of one or  
4 more joint corporations, businesses, or enterprises, and that Plaintiff was an employee of Defendants  
5 and DOES 1-20. Plaintiff performed services for each and every one of the defendants, and to the  
6 mutual benefit of all defendants, and all defendants shared control of Plaintiff as an employee, either  
7 directly or indirectly, and the manner in which Defendants and DOES 1-20's businesses were and are  
8 conducted.

9 14. Alternatively, Plaintiff is informed and believes, and based thereupon alleges, that as and  
10 between Defendants and DOES 1-20, (1) there is an express or implied agreement of assumption  
11 pursuant to which Defendants and DOES 1-20 agreed to be liable for the debts of each other, (2) the  
12 transaction between Defendants and DOES 1-20 amounts to a consolidation or merger of the two or  
13 more businesses or corporations, (3) Defendants and DOES 1-20 are mere continuations of each other,  
14 or (4) the transfer of assets to Defendants and DOES 1-20 are for the fraudulent purposes of escaping  
15 liability for each other's debts. Accordingly, Defendants and DOES 1-20 are the successors of each  
16 other, and are liable on that basis.

17  
18 **FACTUAL ALLEGATIONS**

19 15. On or about May 25, 2014, Defendants hired Plaintiff to work as a store clerk at  
20 Defendants' North Hills, California location. Plaintiff is a full-time, non-exempt employee, who has  
21 performed all his job duties satisfactorily, and continues to work for Defendants through the present.

22 16. Starting in or around May 25, 2014, through July 30, 2020, Plaintiff worked on average,  
23 5 days a week, and worked on average 10.5 hours per day, a total of approximately 52.5 hours per week.

24 17. From approximately September 2015, until September 1, 2018, Plaintiff earned an  
25 hourly rate of \$15.00.

26 18. From approximately September 1, 2018, until May 4, 2019, Plaintiff earned an hourly  
27 rate of \$16.50.

28 19. From approximately May 5, 2019, until present, Plaintiff has earned an hourly rate of

1 \$18.50.

2 20. Throughout Plaintiff's employment, Plaintiff's rest breaks were constantly interrupted  
3 or not given altogether. Plaintiff was not permitted to, and not advised of his right to take his statutory  
4 uninterrupted 10-minute rest breaks for every four hours worked or majority portion thereof, nor was  
5 Plaintiff told he had the right to do so.

6 21. Throughout Plaintiff's employment, Plaintiff's meal breaks were constantly interrupted,  
7 taken after the fifth hour of work, or were not given altogether. Plaintiff was not permitted to, and not  
8 advised of his right to take his statutory uninterrupted 30-minute meal breaks for every five hours  
9 worked or majority portion thereof, nor was Plaintiff told he had the right to do so.

10 22. Throughout Plaintiff's employment, Plaintiff was paid once every two weeks.

11 23. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate  
12 paystubs that did not comply with Labor Code §226, because they failed to show payment for one hour  
13 of pay at Plaintiffs' regular hourly rate for missed meal and rest break periods.

14  
15 **FIRST CAUSE OF ACTION**  
16 **FOR FAILURE TO PAY WAGES DUE**  
17 **LABOR CODE §§201, 1182.12, 1194, 1194.2, 1197, 558**  
18 **AGAINST ALL DEFENDANTS**

19 24. Plaintiff re-alleges and incorporates by reference the above as though set forth in full  
20 herein.

21 25. At all relevant times, Defendants failed and refused to pay Plaintiff's earned and due  
22 wages required by 8 Code of Regulations §11050, as set forth hereinabove.

23 26. As alleged herein, Defendants routinely failed to pay Plaintiff for one hour of pay at  
24 Plaintiff's regular hourly rate of pay for Plaintiff's entitled missed meal and rest break periods.

25 27. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510,  
26 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 1-2001.

27 28. Plaintiff has been deprived of his rightfully earned compensation as a direct and  
28 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to

1 recover such amounts, plus interest thereon, attorneys' fees and costs.

2  
3 **SECOND CAUSE OF ACTION**  
4 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**  
5 **I.W.C. WAGE ORDER NO. 5-2001, LABOR CODE §§226.7, 512, 558**  
6 **AGAINST ALL DEFENDANTS**

7 29. Plaintiffs re-allege and incorporate by reference the above as though set forth fully  
8 herein.

9 30. Labor Code §512 requires employers to provide every employee with an uninterrupted  
10 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

11 31. Labor Code §226.7 requires an employer to provide every employee with an  
12 uninterrupted rest period of not less than 10 minutes, for every period worked in excess of four hours.

13 32. Throughout their employment, Plaintiff regularly worked in excess of five hours per day,  
14 and was thereby entitled to take a timely uninterrupted 30-minute meal period and 10-minute rest  
15 periods on each day he worked. Nevertheless, Plaintiff was not permitted to, and not advised of his right  
16 to take the statutory meal and rest periods to which he was entitled.

17 33. As alleged herein, Plaintiff was not exempt from the meal and rest break requirements  
18 of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 1-2001.

19 34. At all relevant times, Defendants, failed and refused to provide Plaintiff with  
20 uninterrupted meal and rest break periods, and failed to pay Plaintiff an additional hour of compensation  
21 for every shift that a meal and rest period was not provided, as required by Labor Code §§226.7 and the  
22 applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 1-  
23 2001.

24 35. Plaintiff has been deprived of his rightfully earned compensation for meal and rest breaks  
25 as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

26 36. Consequently, Plaintiff is owed one hour of pay at his regular hourly rate, or the requisite  
27 minimum wage, whichever is greater, for each day that he was denied such meal and rest break periods,  
28 calculated as follows:

1           37. From approximately May 10, 2017, through September 1, 2018, Defendants failed to  
2 provide Plaintiff with the statutory meal period on approximately 340 separate days. Consequently, for  
3 this period Plaintiff is owed one hour of pay at his average hourly rate of approximately \$15.00, for  
4 each of these separate days, or approximately \$5,100.00, plus interest thereon.

5           38. From approximately May 10, 2017, through September 1, 2018, Defendants failed to  
6 provide Plaintiff with the statutory rest period on approximately 340 separate days. Consequently, for  
7 this period Plaintiff is owed one hour of pay at his average hourly rate of approximately \$15.00, for  
8 each of these separate days, or approximately \$5,100.00, plus interest thereon.

9           39. From approximately September 2, 2018, through May 4, 2019, Defendants failed to  
10 provide Plaintiff with the statutory meal period on approximately 170 separate days. Consequently, for  
11 this period Plaintiff is owed one hour of pay at his average hourly rate of approximately \$16.50, for  
12 each of these separate days, or approximately \$2,805.00, plus interest thereon.

13           40. From approximately September 2, 2018, through May 4, 2019, Defendants failed to  
14 provide Plaintiff with the statutory rest period on approximately 170 separate days. Consequently, for  
15 this period Plaintiff is owed one hour of pay at his average hourly rate of approximately \$16.50, for  
16 each of these separate days, or approximately \$2,805.00, plus interest thereon.

17           41. From approximately May 5, 2019, through July 30, 2020, Defendants failed to provide  
18 Plaintiff with the statutory meal period on approximately 320 separate days. Consequently, for this  
19 period Plaintiff is owed one hour of pay at his average hourly rate of approximately \$18.50, for each of  
20 these separate days, or approximately \$5,920.00, plus interest thereon.

21           42. From approximately May 5, 2019, through July 30, 2020, Defendants failed to provide  
22 Plaintiff with the statutory rest period on approximately 320 separate days. Consequently, for this period  
23 Plaintiff is owed one hour of pay at his average hourly rate of approximately \$18.50, for each of these  
24 separate days, or approximately \$5,920.00, plus interest thereon.

25           43. Thus, pursuant to Labor Code §226.7(b), for the entirety of the time periods set forth  
26 above, Plaintiff Gonzalez is entitled to recover such amounts in the combined amount of approximately  
27 \$27,650.00, plus interest thereon and costs of suit.

28           44. Defendants violated Labor Code §558 on approximately 26 pay periods within the past

1 12 months, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants  
2 are penalized \$100.00 each, for a total due in Labor Code §558 penalties of \$2,550.00. As such and  
3 based on the above periods, Defendants owe Plaintiff a total of \$2,550.00 for Defendants' Labor Code  
4 §558 violations.

5  
6 **THIRD CAUSE OF ACTION**  
7 **FOR FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS**  
8 **LABOR CODE §§226 ET SEQ., 1174 ET SEQ., 558**  
9 **AGAINST ALL DEFENDANTS**

10 45. Plaintiff re-alleges and incorporates by reference the above as though set forth fully  
11 herein.

12 46. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-  
13 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,  
14 total deductions and net wages earned. An employer who violates these code sections is liable to its  
15 employees for the greater of actual damages suffered by the employee, or \$50 in civil penalties for the  
16 initial pay period in which a violation occurred, and \$100 per employee for each subsequent pay period,  
17 up to a statutory maximum of \$4,000.00.

18 47. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates  
19 Labor Code §226 is subject to a \$250 civil penalty per employee for the initial pay period in which a  
20 violation occurred, and \$1,000 per employee for each subsequent pay period in which a violation  
21 occurred, with no maximum.

22 48. At all relevant times, Defendants failed to provide Plaintiffs with accurate wage and hour  
23 statements showing gross wages earned, total hours worked, all deductions made, net wages earned, all  
24 applicable hours and rates in effect during each pay period, and the corresponding number of hours  
25 worked at each hourly rate by Plaintiff. The paystubs Plaintiff received were knowingly and  
26 intentionally, not inadvertently, inaccurate by excluding meal and rest period compensation and  
27 therefore wages earned.

28 49. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §226.

1           50.     This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of his hours,  
2 wages, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense  
3 in attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages to which he is  
4 entitled, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties,  
5 eviscerating Plaintiff's rights under Labor Code §226(b) to review itemized wage statement information  
6 by inspecting the employers' underlying records, and deceiving Plaintiff regarding his entitlement to  
7 minimum wage, overtime, double-time, meal period, and rest period wages.

8           51.     Within the year preceding the filing of this complaint, Defendants violated Labor Code  
9 §226 approximately 26 times during this time period. Consequently, Defendants are liable to Plaintiffs  
10 for damages up to \$4,000.00.

11          52.     In addition thereto, Plaintiff is entitled to civil penalties pursuant to Labor Code §226.3  
12 in the amount of \$25,250.00 (\$250 for the initial pay period in which a violation occurred, and \$1,000  
13 for the 25 subsequent pay periods).

14          53.     Based on Defendants' conduct as alleged herein, Defendants are liable for damages and  
15 statutory penalties pursuant to Labor Code §226, 558, civil penalties pursuant to Labor Code §226.3,  
16 and other applicable provisions, as well as attorneys' fees and costs.

17  
18                   **FOURTH CAUSE OF ACTION**  
19                   **FOR WAITING TIME PENALTIES**  
20                   **LABOR CODE §§201-203, 218.5, 558**  
21                   **AGAINST ALL DEFENDANTS**

22          54.     Plaintiff re-alleges and incorporates by reference the above as though set forth fully  
23 herein.

24          55.     Pursuant to Labor Code §§201 and 202, an employer is obligated to promptly pay all  
25 wages owing to an employee at the conclusion of employment.

26          56.     An employer's willful failure to pay plaintiff the wages due and owing plaintiff at the  
27 conclusion of employment constitutes a violation of Labor Code §203 that provides that an employee's  
28 wages will continue as a penalty paid up to 30 days from the time the wages were due.

1           57.     At all relevant times, Defendants failed to pay all of Plaintiff's accrued wages and other  
2 compensation due immediately upon termination. These wages refer to, at a minimum, any unpaid  
3 wages, and meal and rest period compensation that Defendants should have paid but did not pay to  
4 Plaintiff during the term of his employment and which were, at the latest, due within the time restraints  
5 of Labor Code §§201-203.

6           58.     As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §§201-  
7 203.

8           59.     As a direct and proximate result of Defendants' willful failure to pay these wages,  
9 Plaintiff is entitled to payment as previously pleaded herein, and more than \$6,382.50 in wait time  
10 penalties, calculated based on 30 days of regular weekly wages. (Calculated based upon \$18.50 hourly  
11 rate x 10.5 hours per day (including overtime pay) x 30 days = \$6,382.50).

12          60.     Based on Defendants' conduct as alleged herein, Defendants are liable for penalties  
13 pursuant to Labor Code §203, 558 and other applicable provisions, as well as attorneys' fees and costs.

14  
15                   **FIFTH CAUSE OF ACTION**

16           **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**

17                   **LABOR CODE §1198.5**

18                   **AGAINST ALL DEFENDANTS**

19          61.     Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as  
20 though set forth in full herein.

21          62.     Labor Code §1198.5 requires an employer, within thirty (30) days of a written request  
22 thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's  
23 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

24          63.     On January 8, 2021, Plaintiff made a written request to inspect or receive a copy of  
25 Plaintiff's personnel and payroll records from Defendants, which Defendants received.

26          64.     Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and  
27 payroll records and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff  
28 within the time required by Labor Code §1198.5, or ever.

1           65. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,  
2 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

3  
4                                   **SIXTH CAUSE OF ACTION**  
5                                   **FOR UNFAIR COMPETITION**  
6                                   **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**  
7                                   **AGAINST ALL DEFENDANTS**

8           66. Plaintiff re-alleges and incorporates by reference the above as though set forth fully  
9 herein.

10          67. Defendants' violations of 8 Code of Regulations §11050, Industrial Welfare  
11 Commission Order No. 1-2001, Labor Code §§201, 203, 226, 226.7, and other applicable provisions,  
12 as alleged herein, including Defendants' failure and refusal to pay meal and rest breaks, pay all owed  
13 wages; Defendants' failure to provide timely and accurate wage and hour statements, Defendants'  
14 failure to pay compensation due in a timely manner upon termination or resignation, Defendants' failure  
15 to maintain complete and accurate payroll records for Plaintiff, and Defendants' failure and refusal to  
16 permit Plaintiff's inspection of his personnel and payroll records and failure to provide a copy of  
17 Plaintiff's personnel and payroll records to Plaintiff, constitute unfair business practices in violation of  
18 Business & Professions Code §§17200, et seq.

19          68. As a result of Defendants' unfair business practices, Defendants has reaped unfair  
20 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be  
21 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

22          69. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent  
23 injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore  
24 to Plaintiff the other monies and benefits unlawfully withheld from him.

25 ///

26 ///

27 ///

**THIRD CAUSE OF ACTION**  
**FOR PRIVATE ATTORNEY GENERAL ACT**  
**LABOR CODE §2699**  
**ONLY AGAINST DYNAMO**

70. Plaintiff re-alleges and incorporates by reference the above, inclusive, as though set forth fully herein.

71. Under the Private Attorneys General Act of 2006, Labor Code §2698-2699.5, Plaintiff, as an aggrieved employee, may bring an action against DYNAMO, on behalf of himself and other current or former similarly situated employees, seeking statutory civil penalties for DYNAMO's violations of the California Labor Code.

72. As set forth above, Plaintiff is an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as DYNAMO has committed multiple California Labor Code violations against him, as previously pleaded in this Complaint.

73. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to recover, on his own behalf and on behalf of others similarly situated, civil penalties permitted by the Private Attorneys General Act from DYNAMO, for all violations of Labor Code §§201, 202, 203, 226, 226.7, 510, 512, 1174, 1197, 1197.1, 1198.5, as well as reasonable attorney's fees and costs as follows:

- a. For failing to provide required meal periods to Plaintiff, and others similarly situated, in violation of Labor Code §§226.7 and 512, and Wage Order 1-2001;
- b. For failing to pay Plaintiff and others similarly situated the additional hour of compensation earned for every shift that a mandated meal period was denied, in violation of Labor Code §226.7(b) and Wage Order 1-2001;
- c. For failing to authorize and/or permit required rest periods to Plaintiff and others similarly situated, in violation of Labor Code §226.7(b) and Wage Order 1-2001;
- d. For failing to pay Plaintiff and others similarly situated the additional hour of compensation earned for every shift that a mandated rest period was denied, in violation of Labor Code §226.7(b) and Wage Order 1-2001;

- e. For failing to pay wages promptly following termination of employment, or when due and payable, in violation of Labor Code §§201, 202, and 203;
- f. For failing to maintain and provide to Plaintiff and others similarly situated accurate itemized wage statements required by Labor Code §226; and
- g. For failing to permit Plaintiff's inspection of his personnel and payroll records and failure to provide a copy of Plaintiff's personnel and payroll records to Plaintiff, in violation of Labor Code §1198.5.

74. The above-referenced penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under §2699(f), and shall include those amounts sufficient to recover underpaid wages, including losses incurred by Plaintiff and others similarly situated, pursuant to Labor Code §§ 226.3, 558(a), 1197.1(a), 2802, and 2699, subdivisions (a) and (f).

75. These penalties recoverable for Plaintiff alone total approximately \$4,600.00. Plaintiff may also seek these same penalties on behalf of other aggrieved employees in an amount estimated to exceed \$690,000.00.

76. Plaintiff reserves his right to allege any additional and all other violations of the Labor Code and the Wage Order as may be disclosed in discovery and as a result of additional investigation that may be pursued in this action.

77. On January 8, 2021, more than 63 calendar days before filing this Complaint, Plaintiff provided written notice by electronic filing to the Labor and Workforce Development Agency and to DYNAMO of the specific provisions of the California Labor Code that DYNAMO violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§201, 202, 203, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.5 each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

78. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency ("LWDA") on its intent to pursue an action against DYNAMO. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3 against DYNAMO.

1           79. Plaintiff is also entitled to reasonable attorneys' fees and costs, and 25% of the recovered  
2 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

3  
4                                   **PRAYER FOR RELIEF**

5           **WHEREFORE**, Plaintiff OSMIN CALDERON seeks judgment against Defendants, in an  
6 amount according to proof:

7           1. For payment of meal and rest period compensation pursuant to Labor Code §226.7 and  
8 \$12, in the amount of no less than \$27,650.00;

9           2. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

10          3. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no  
11 less than \$25,550.00;

12          5. For waiting time penalties pursuant to Labor Code §203, in the amount of no less than  
13 \$6,382.50;

14          6. For penalties for failing to permit inspection and failing to provide a copy of Plaintiff's  
15 personnel and payroll records pursuant to Labor Code §1958.1, in the amount of no less than \$750.00;

16          6. For statutory penalties only against DYNAMO pursuant to Labor Code §2699, in the  
17 amount of no less than \$4,600.00 on Plaintiff's own behalf, and similar amounts on behalf of all of  
18 DYNAMO's aggrieved employees, estimated to exceed \$690,000.00;

19          8. For prejudgment interest on each of the foregoing at the legal rate from the date the  
20 obligation became due through the date of judgment in this matter;

21          9. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful  
22 conduct, failure to pay minimum wages, failure to pay overtime wages, failure to pay meal and rest  
23 period wages and other compensation in accordance with the law;

24          10. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish  
25 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

26          11. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code  
27 and/or any other basis;

28          12. For post-judgment interest; and

1           13.     For any other relief that the Court deems just and proper.

2  
3     DATED: May 11, 2021

**THE DOMINGUEZ FIRM, LLP**

4  
5     By: 

6     Jace H. Kim, Esq.  
7     Carlos Andres Perez, Esq.  
8     Javier Ramirez, Esq.  
9     Attorneys for Plaintiff  
10    OSMIN CALDERON

11  
12                   **JURY TRIAL DEMANDED**

13           Plaintiff OSMIN CALDERON demands trial of all issues by jury.

14  
15     DATED: May 11, 2021

**THE DOMINGUEZ FIRM, LLP**

16  
17     By: 

18     Jace H. Kim, Esq.  
19     Carlos Andres Perez, Esq.  
20     Javier Ramirez, Esq.  
21     Attorneys for Plaintiff  
22     OSMIN CALDERON