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Attorneys for Plaintiff, PRINCESS SAMANO

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO – CENTRAL DIVISION

PRINCESS SAMANO, an individual,

Plaintiff,

v.

SO-CAL DOMINOIDS, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No: 37-2021-00043081-CU-OE-CTL

VERIFIED COMPLAINT FOR:

- (1) **FAILURE TO PAY MINIMUM WAGE;**
- (2) **FAILURE TO PAY OVERTIME;**
- (3) **FAILURE TO PROVIDE MEAL BREAKS;**
- (4) **FAILURE TO PROVIDE REST PERIODS;**
- (5) **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;**
- (6) **FAILURE TO PROVIDE REIMBURSEMENT;**
- (7) **SEXUAL HARASSMENT;**
- (8) **HOSTILE WORK ENVIRONMENT;**
- (9) **FAILURE TO PREVENT HARASSMENT;**
- (10) **UNSAFE WORK CONDITIONS;**
- (11) **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;**
- (12) **RETALIATION;**
- (13) **CONSTRUCTIVE TERMINATION;**
- (14) **NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS;**
- (15) **INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS**

DEMAND FOR JURY TRIAL

JURISDICTION AND VENUE

1. Jurisdiction and venue as to each defendant is proper pursuant to California Code of Civil Procedure § 395.5. The obligations of Plaintiff's employment were intended to be, and were, performed in California, in the County of San Diego.

PARTIES

2. Plaintiff PRINCESS SAMANO (hereinafter "Plaintiff" or "SAMANO") is at all times, herein mentioned an individual residing in the county of San Diego, state of California.
3. Defendant SO-CAL DOMINOIDS, INC. (hereinafter "Defendant" or "DOMINOIDS") is at all times mentioned herein a California corporation conducting business in and under the laws of the state of California with an entity location address commonly known as 6029 Bristol Parkway, Suite 200, Culver City, California 90230.
4. The true and correct names of Defendants named herein as DOES 1 through 10, inclusive, whether individual, corporate, associate or otherwise are unknown to Plaintiff, who therefore sues said Defendants by fictitious names, and when the same have been ascertained, Plaintiff will amend her Complaint to allege their true names and capacities. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated herein as a DOE Defendant was liable at the time of the incidents in question, and that each of the DOE Defendants is legally responsible in some manner for the events and happenings herein referred to and caused the injuries and damages to Plaintiff as herein alleged.
5. Plaintiff is informed and believes and on such information and belief alleges that each of the Defendants are now, and have been at all times herein mentioned, were the agent, servant, employee, partner, associate, joint venture, co-participant, co-conspirator and/or principal of, or with each of the remaining Defendants, that each Defendant has been, at all times

- 1 herein mentioned, acting within the scope of such relationship and with the full knowledge,
2 consent, authority, ratification, and/or permission of each of the remaining Defendants.
3
4 6. Plaintiff is informed and believes and thereon alleges that Defendants adopted, ratified, and
5 authorized the conduct of their Co-Defendants and had advanced knowledge of the
6 behaviors of their employers and employees of their Co-Defendants. Each act complained
7 herein was performed, ratified, condoned, and known about by either the Defendant(s) or an
8 officer, director, or managing agent of Defendant(s).
9
10 7. Plaintiff is informed and believes and based thereon alleges that at all times herein
11 mentioned, a unity of interest exists between the Defendants such that there is no distinction
12 between the individual Defendants named herein and the entities and if the acts alleged
13 herein against the entities are treated as to the acts of entities alone, an inequitable result will
14 follow.
15

16 **SUMMARY OF THE CASE**

- 17 8. This case involves a loyal and dedicated employee who spent two and a half years working
18 for Defendant DOMINOIDS under extremely hostile and unsafe conditions.
19
20 9. This employee was forced to clock out during her meal breaks yet continue working without
21 receiving adequate compensation, simply so Defendant DOMINOIDS could circumvent
22 liability under California labor law. This employee, only eighteen (18) years old when she
23 commenced employment with Defendant DOMINOIDS, experienced several counts of
24 sexual harassment committed against her by none other than her manager.
25
26 10. Defendant DOMINOIDS further instructed its employees to touch and cook with moldy and
27 expired food, therefore exposing Plaintiff to bacteria and mold.
28
11. After two and a half years working under such abhorrent conditions, this employee felt she

1 had no choice but to resign.

2
3 **STATEMENT OF FACTS**

4 12. Plaintiff commenced employment with Defendant DOMINOIDS on or about August 2018
5 at Defendant DOMINOIDS' Palm Avenue location.

6
7 **A. Palm Avenue Location**

8 13. During Plaintiff's first few days of work with Defendant DOMINOIDS, Plaintiff was
9 warned by her female co-workers that the Palm Avenue location's manager, Luis Camacho,
10 was very "friendly" and "weird." This proved to be true: on one of Plaintiff's first days at
11 the Palm Avenue location, Mr. Camacho invited Plaintiff into his office and began
12 discussing his personal life with Plaintiff, informing Plaintiff of Mr. Camacho's sex life, his
13 'bachelor pad', and his passion for tattoos. One of the first comments Mr. Camacho made to
14 Plaintiff was that Mr. Camacho was passionate about psychology because he could "make
15 people do what he want[ed] by playing mind games on them." At the time, Plaintiff was
16 unaware of how wildly inappropriate and unprofessional this conduct was as this was only
17 the second job Plaintiff had held.

18
19
20 14. This behavior did not end there: during Plaintiff's tenure at the Palm Avenue location, Mr.
21 Camacho consistently massaged Plaintiff's shoulders in a suggestive and sexual manner.
22 Mr. Camacho requested that Plaintiff return the favor and massage his shoulders because
23 "they hurt from working" and because Mr. Camacho allegedly suffered from back problems.
24 Plaintiff always refused, as Plaintiff did not want that kind of attention from a co-worker,
25 much less from Plaintiff's superior.

26
27 15. On several occasions during Plaintiff's shifts, Mr. Camacho invited Plaintiff to go outside
28 and smoke marijuana with him. Plaintiff always declined.

1 16. Mr. Camacho repeatedly attempted to persuade Plaintiff to spend time with him outside of
2 work, inviting Plaintiff to the bar, to play pool, to movies, and to dinner. These repeated
3 requests made Plaintiff extremely uncomfortable, not only because she was only eighteen
4 (18) and nineteen (19) years of age while under Mr. Camacho's management, but moreover
5 because these unwarranted sexual advances were incredibly unprofessional and
6 inappropriate.
7

8 17. On one occasion, Plaintiff was standing on a chair in the walk-in refrigerator at the Palm
9 Avenue location, adjusting a food order on the top shelf. Mr. Camacho walked in and
10 offered to help. When Plaintiff declined, Mr. Camacho proceeded to grab Plaintiff's hips as
11 an attempt to force Plaintiff to step down from the chair she was standing on. While Mr.
12 Camacho was physically touching Plaintiff's hips and buttocks, Mr. Camacho stated that
13 Plaintiff looked like she had lost weight and that Plaintiff looked skinnier. In response,
14 Plaintiff signaled to Mr. Camacho to leave, however, instead of leaving, Mr. Camacho
15 grabbed Plaintiff's hand to "assist" Plaintiff down from the chair.
16

17 18. Mr. Camacho further repeatedly informed Plaintiff that he did not hire girls, because "they
18 make drama." Mr. Camacho made it a point to remind Plaintiff that she was "lucky [Mr.
19 Camacho] had hired her," as Mr. Camacho's regular practice was to deny females
20 employment. This practice, however, deviated at the end of 2018, when Mr. Camacho hired
21 a girl named Sarah Reyes. When Plaintiff jokingly inquired as to why Mr. Camacho had
22 hired Ms. Reyes, Mr. Camacho's response was: "she has big boobs!" For the first month of
23 Ms. Reyes' employment at the Palm Avenue location, Mr. Camacho attempted to make bets
24 with other male employees that Mr. Camacho could "f***" Ms. Reyes. These comments
25 were made in front of Plaintiff on a regular basis, making Plaintiff extremely uncomfortable.
26
27
28

- 1 19. Mr. Camacho's unwarranted and inappropriate conduct continued throughout Plaintiff's
2 time at Defendant DOMINOIDS' Palm Avenue location. This conduct, perpetrated by
3 Plaintiff's superior, made Plaintiff feel violated, anxious, and humiliated. Plaintiff dreaded
4 being alone with Mr. Camacho as Plaintiff feared for her own safety.
5
- 6 20. Not only did Mr. Camacho inappropriately sexualize female employees, including Plaintiff,
7 but Mr. Camacho routinely yelled at and belittled Plaintiff in front of other employees.
8
- 9 21. Mr. Camacho was consistently late and would intentionally schedule himself as the second
10 person on Plaintiff's shifts so that Plaintiff would be burdened with all the store's
11 responsibilities. On one occasion, on or about July 5, 2019, after Mr. Camacho arrived late
12 to his shift, Plaintiff informed Mr. Camacho that she would appreciate if Mr. Camacho
13 could show up on time as Plaintiff was extremely tired from working so many shifts alone.
14 In response, Mr. Camacho began to yell at Plaintiff in front of Plaintiff's co-workers and
15 customers, informing Plaintiff that she was "lazy" and a "bad worker."
16
- 17 22. When Plaintiff expressed any concerns to Mr. Camacho regarding understaffing or
18 otherwise, Mr. Camacho repeatedly threatened to fire Plaintiff, stating that Plaintiff was
19 replaceable. Mr. Camacho manipulated Plaintiff through this verbal abuse, making Plaintiff
20 feel bad for requesting additional assistance during her shifts and creating constant worry
21 that Plaintiff would lose her job.
22
- 23 23. During Plaintiff's employment at Defendant DOMINOIDS' Palm Avenue location, Plaintiff
24 was required to abide by Defendant DOMINOIDS' company culture. This "company
25 culture" provided an expectation that employees were to clock out for meal breaks and/or
26 rest periods while remaining on the floor and performing work. This created the façade that
27 Defendant DOMINOIDS was abiding by California labor law, while reaping the benefits of
28

1 free labor.

2 24. Beginning at the commencement of Plaintiff's employment with Defendant DOMINOIDS,
3 Plaintiff was instructed by both Mr. Camacho, as well as Jenny Gomez, the lead Assistant
4 Manager at the Palm Avenue location at that time, to work through mandatory meal breaks
5 and/or rest periods. These instructions came in various forms, including suggestions such as
6 "clock out before you hit your fifth hour" with the expectation that Plaintiff would continue
7 working, even after clocking out. On other occasions, Plaintiff was expressly requested to
8 clock out yet continue performing her job duties.

9
10 25. It became readily apparent to Plaintiff that this company policy was engrained in each of
11 Defendant DOMINOIDS' managers and employees. Plaintiff soon became aware that
12 managers were *expected* to work off the clock without being asked. On several occasions,
13 Plaintiff's superiors peer pressured Plaintiff into working through her meal breaks and/or
14 rest periods by assisting Plaintiff while they were taking their "breaks" and then later
15 making comments such as "well I helped *you*," when requesting Plaintiff work through her
16 mandatory meal breaks and/or rest periods.

17
18
19 26. In order to further motivate Plaintiff to work while off the clock, Mr. Camacho and Ms.
20 Gomez repeatedly stated: "we all work off the clock," and "we do what the store needs."

21
22 27. This "company culture" was further demonstrated to Plaintiff on one occasion during a
23 mandatory Assistant Manager meeting, in which Mark Petrosian, the District Supervisor,
24 addressed the issue of working while off the clock. Mr. Petrosian's solution to this "off the
25 clock work" was to leave the most qualified driver in charge while an assistant manager was
26 taking a mandatory meal break and/or rest period. This so-called solution presented several
27 other issues, such as the fact that drivers were not knowledgeable, nor were required to
28

1 know how to make food, nor were the drivers obligated to remain at the store's location.
2 When Plaintiff attempted to raise these issues at the meeting, Mr. Camacho quickly shut
3 Plaintiff down.
4

5 28. Throughout Plaintiff's employment with Defendant DOMINOIDS, Plaintiff did not receive
6 a single, uninterrupted meal break and/or rest period. This "culture" Defendant
7 DOMINOIDS created wherein employees were instructed to clock out while remaining on
8 the job was solely to perpetrate Defendant DOMINOIDS' fraudulent business practices and
9 avoid compensating its employees time and a half for missed meal breaks and/or rest
10 periods, which would thereby increase Defendant DOMINOIDS' labor percentages and
11 would cause Defendant DOMINOIDS to expend additional funds on employee wages.
12

13 29. Not only was Plaintiff subjected to harassment, unwanted sexual advances by her manager,
14 and deprivation of any meal break and/or rest periods, but Plaintiff was additionally
15 instructed to use expired, moldy food.
16

17 30. On one occasion, Mr. Camacho instructed Plaintiff not to throw away a batch of mushrooms
18 that were blackened and slimy. That same day, Mark Herman, the Area Manager, performed
19 a food-check at the Palm Avenue location. These food-checks were supposed to occur
20 monthly but did not. Accordingly, the first time Plaintiff met Mr. Herman was not until
21 Plaintiff had been employed for approximately six (6) months. When Mr. Herman saw that
22 Plaintiff was cooking with the rotting mushrooms, Plaintiff panicked and mixed the old
23 mushrooms with a fresh batch so that Mr. Camacho would not punish Plaintiff for allowing
24 Mr. Herman to see that employees were using expired and rotting food. Mr. Herman
25 inquired as to why Plaintiff had mixed the mushrooms. Out of fear of retaliation from Mr.
26 Camacho, Plaintiff shrugged. At no time did Mr. Herman instruct Plaintiff to throw away
27
28

1 the mixed batch of mushrooms, instead stating: “well, we’re going to have to use them
2 now.”

3 31. This incident was not the only occasion on which Plaintiff was instructed to cook with
4 moldy or expired food. Mr. Camacho instructed Plaintiff, as well as other employees, to
5 utilize rotting vegetables, which had a maximum shelf life of approximately seven (7) days.
6 Despite this, Plaintiff was forced to use mushrooms, green peppers, onions, tomatoes, black
7 olives, and pineapples that had far exceeded their shelf life when cooking food.
8

9 32. Bread at the Palm Avenue location was maintained in a tub that was kept under direct
10 sunlight, which caused the bread to mold.
11

12 33. Plaintiff was further instructed to utilize expired pizza dough, oftentimes made with
13 unsanitary cornmeal. “Slapped out” pizza dough crusts remain fresh for approximately
14 fifteen (15) minutes, yet Mr. Camacho routinely required Plaintiff to “slap out” entire racks
15 throughout the day and keep a stash of these slapped out crusts on the rack for up to five (5)
16 hours at a time. As the pizza dough contained yeast, this practice was extremely unsanitary
17 and had the potential of causing illness, as yeast is a living bacterium.
18

19 34. During the Spring of 2019, Plaintiff informed Mr. Camacho that she wanted to become a
20 manager. Rather than promote Plaintiff, Mr. Camacho promoted two (2) drivers whom Mr.
21 Camacho was friends with. Mr. Camacho informed Ms. Gomez that he had promoted the
22 two (2) drivers “just to see how [Plaintiff] would react.” Instead of reacting, however,
23 Plaintiff dutifully trained the two (2) drivers on managerial duties while they were
24 essentially Plaintiff’s superiors.
25

26 35. On or about July 2019, Plaintiff was out on vacation. While Plaintiff was away, the Palm
27 Avenue location received a store visit from Defendant DOMINOIDS’ owner, Ommid
28

1 Ferrows. Mr. Ferrows stated that the Palm Avenue location was dirty and poorly run. When
2 Plaintiff returned from vacation, she received harsh reprimand from Mr. Camacho, despite
3 the fact that Plaintiff was not even present during Mr. Ferrows's visit.

4
5 36. Soon thereafter, Mr. Petrosian and Mr. Herman began to catch on to the mismanagement of
6 the Palm Avenue location. After noticing several of Mr. Camacho's mistakes, Mr. Herman
7 placed Mr. Camacho on probation and offered to relocate Plaintiff to Defendant
8 DOMINOIDS' Coronado location with a pay increase.

9
10 **B. Coronado Location**

11 37. Plaintiff was transferred to Defendant DOMINOIDS' Coronado location on or about August
12 2019. At the Coronado location, Plaintiff was assigned to the opening shifts.

13
14 38. When Plaintiff began working at the Coronado location, the General Manager, Abby Loya,
15 informed Plaintiff that opening managers take thirty-minute meal breaks in increments and
16 that Plaintiff should clock out for the full thirty (30) minutes and start a timer when Plaintiff
17 was required to get up to work in order to add the time spent working to Plaintiff's break
18 time. Ms. Loya encouraged Plaintiff to take her meal breaks on and off the clock in order to
19 "service the store," rather than adding an additional employee to the schedule so that
20 Plaintiff could take uninterrupted meal breaks and/or rest periods, or even use the restroom.

21
22 39. Ms. Loya additionally taught Plaintiff to throw out expired food instead of re-dating it, as
23 Plaintiff had previously been instructed to do at the Palm Avenue location.

24
25 40. Shortly after Plaintiff began working at the Coronado location, Ms. Loya was promoted and
26 was replaced by an employee named Amber, who encouraged off the clock work and often
27 clocked out for her meal breaks and/or rest periods while continuing to remain on the floor.
28 Amber further promoted Defendant DOMINOIDS' unsanitary and unhealthy practice of

- 1 failing to adhere to food expiration dates.
- 2 41. Each Tuesday, the Coronado location received an order consisting of approximately forty
- 3 (40) to eighty (80) pizzas from the Navy. This was a substantial order, and Plaintiff was not
- 4 permitted to leave the store until the order was complete.
- 5
- 6 42. Although it was against company policy to make pizzas ahead of time and keep them in the
- 7 walk-in cooler, Amber required Plaintiff to make orders ahead of time and keep them in the
- 8 walk-in cooler, sometimes requiring Plaintiff to make days' worth of food orders that were
- 9 intended to last only four (4) hours before being considered unsanitary.
- 10
- 11 43. On one occasion, Mr. Petrosian warned both Plaintiff and Amber that he would suspend
- 12 either Plaintiff or Amber if they continued preparing orders ahead of time, however the next
- 13 time Mr. Petrosian witnessed Amber preparing orders ahead of time, Amber received no
- 14 reprimand.
- 15
- 16 44. At the Coronado location, as an opening manager, Plaintiff routinely worked twelve-hour
- 17 shifts. Plaintiff's shift began at 9:00 a.m. and although Plaintiff's shift was supposed to end
- 18 at 2:00 p.m., the demands of the Coronado location as well as understaffing resulted in
- 19 Plaintiff often remaining at the store until 9:00 p.m.
- 20
- 21 45. Plaintiff was denied any overtime compensation for hours worked in excess of eight (8)
- 22 hours per day and forty (40) hours per week, despite routinely working these twelve-hour
- 23 shifts. It was rare that Plaintiff was ever compensated for the additional hours she worked,
- 24 much less at an overtime rate of pay.
- 25
- 26 46. At the Coronado location, in addition to the unsanitary food practices, there were several
- 27 unsafe working conditions that Plaintiff was forced to endure.
- 28
47. On one occasion, a piece of broken, molded ceiling tile fell off the ceiling because of

constant flooding and pipe leaks from the restaurant upstairs. There were additionally several leaks caused by the upstairs restaurant, which went unrepaired for the entire two (2) months Plaintiff was employed at the Coronado location.

48. On another occasion, a pest exterminator showed up unannounced and neither Plaintiff nor the exterminator knew what the issue was for which the exterminator had been called to the store. Plaintiff attempted to contact Mr. Petrosian, Mr. Herman, and the Coronado location's general manager yet received no response, so the exterminator left without providing any service. Weeks later, after being exposed to the smell of rotting animal(s), it was discovered that there were dead rats in the ceiling.

49. After approximately two (2) months of employment at Defendant DOMINOIDS' Coronado location, Plaintiff informed Mr. Petrosian she no longer wished to work at the Coronado location.

C. Imperial Beach and Palm Avenue Locations

50. In response, Mr. Petrosian transferred Plaintiff to the Imperial Beach location for one (1) day, on or about October 1, 2019.

51. Plaintiff was then transferred back to the Palm Avenue location and was employed there for approximately one (1) month, between October and November 2019.

52. On or about October 2019, Plaintiff, Mr. Petrosian, and Mr. Herman discussed the opportunity for Plaintiff to become a Lead Assistant. Becoming a Lead Assistant, however, would require Plaintiff to work closing shifts, rather than opening shifts. As Plaintiff was focused on school at this time, Plaintiff's schedule only allowed for Plaintiff to work opening shifts, therefore Plaintiff politely declined.

53. Upon declining the opportunity to become a Lead Assistant, Mr. Petrosian inquired as to

1 Plaintiff's feelings on Mr. Camacho returning to the Palm Avenue location. Plaintiff
2 informed Mr. Petrosian and Mr. Herman of the emotional, verbal, and sexual abuse she had
3 endured from Mr. Camacho when Plaintiff first worked at the Palm Avenue location.

4 Plaintiff became extremely emotional in recounting the various abuses she had suffered at
5 the hands of Mr. Camacho, yet Mr. Petrosian's response was to silence Plaintiff, making it
6 very clear that "this stays between us."

8 54. While employed at the Palm Avenue location, Plaintiff picked up an extra shift at the
9 Marine Corps Recruit Depot ("MCRD") location. The MCRD location was approximately
10 sixteen and a half miles from the Palm Avenue location, yet Plaintiff received no
11 reimbursement in mileage and/or gas for her lengthy commute.

13 55. On or about November 2019, Plaintiff was transferred back to the Imperial Beach location,
14 where she remained until February 2020. The only reason Plaintiff discovered this transfer
15 was because one of Plaintiff's co-workers, who was also a friend of Plaintiff and attended
16 the same school as Plaintiff, approached Plaintiff at school and informed Plaintiff that she
17 had her Imperial Beach store key. Confused, Plaintiff questioned why this friend, who
18 worked at the Imperial Beach location, would have a store key for Plaintiff. In response,
19 Plaintiff was informed that she was being transferred to Defendant DOMINOIDS' Imperial
20 Beach location and was scheduled to open the next day.

23 56. When Plaintiff contacted Mr. Petrosian to inquire about her sudden transfer, Mr. Petrosian
24 informed Plaintiff that the reason for her transfer was so that Mr. Petrosian could re-hire Mr.
25 Camacho at the Palm Avenue location.

26 57. This deceit and manipulation left Plaintiff feeling emotionless and unworthy, as if Plaintiff
27 was simply property that could be moved back and forth at leisure. After this encounter,
28

Plaintiff no longer trusted Mr. Petrosian.

D. Imperial Beach Location

58. At this time, Ms. Gomez, Plaintiff's former Lead Assistant at the Palm Avenue location, was now the General Manager of the Imperial Beach location. Plaintiff was scheduled for opening shifts at the Imperial Beach location and therefore Defendant DOMINOIDS' off the clock policy of clocking out while continuing to work remained in full force and effect.

59. On one occasion, Plaintiff opened the store, per usual, and clocked in at approximately 9:00 a.m. Ms. Gomez was scheduled to begin her shift at approximately 1:00 p.m., which would allow Plaintiff to take a meal break at 2:00 p.m., or at the very least, clock out to create the appearance of having taken a meal break. On this specific occasion, Ms. Gomez arrived for her shift at approximately 2:10 p.m. When Ms. Gomez noticed that Plaintiff had not yet clocked out for her meal break, Ms. Gomez began yelling at Plaintiff, reminding Plaintiff that "you know what to do when that happens!" Ms. Gomez instructed Plaintiff to clock out anyway, and then sent Plaintiff home two (2) hours early so Ms. Gomez would not receive a break violation. Due to this, Plaintiff lost two (2) hours' worth of work and therefore compensation and was verbally abused for failing to work off the clock.

60. When Plaintiff brought this situation to the attention of Mr. Petrosian, Mr. Petrosian's response was: "things happen." This was not the only time Mr. Petrosian neglected to rectify an issue created by a General Manager.

61. Only a few weeks later, Plaintiff, taking the previous advice from Mr. Petrosian to leave the most qualified driver in charge while taking a meal break, left the store to sit outside for her break. Mr. Petrosian had promised Plaintiff that if the store required Plaintiff's assistance while abiding by this strange break policy, Plaintiff could clock back in with no reprimand

1 from Ms. Gomez. Ten (10) minutes after Plaintiff began her break, Ms. Gomez called
2 Plaintiff and yelled at Plaintiff for leaving the store with two (2) drivers who “did not know
3 how to make food.” Ms. Gomez demanded that Plaintiff return to the store immediately.

4
5 62. Under Ms. Gomez’s management, Plaintiff was instructed to inform customers that certain
6 deals (i.e.: a three-topping large pizza for \$7.99 or two or more items for \$5.99 each) were
7 online-only deals. This information was false, yet Plaintiff was directed by Ms. Gomez to
8 honor these deals *only* if the customer brought it up, and never to offer the deals when
9 customers made no mention of them.

10
11 63. In furtherance of this dishonest practice, Defendant DOMINOIDS possessed a separate list
12 of specials to offer customers when customers inquired about any specials, without
13 specifying *which* special they were inquiring about. This separate list of specials provided
14 higher prices for the same specials.

15
16 64. Ms. Gomez continued to harass and belittle Plaintiff as well as other employees while
17 Plaintiff was employed at the Imperial Beach location. Ms. Gomez used derogatory code
18 names for employees, such as “Piñas” for an elderly employee who always asked for the
19 leftover pineapple juice, and frequently called another employee “lazy,” “dumb,” and
20 “annoying.” When Plaintiff confronted Ms. Gomez about this bullying conduct, Ms. Gomez
21 responded by stating that Plaintiff “undermined [Ms. Gomez’s] authority.”

22
23 65. As a result of such harassing conduct and the failure of Mr. Petrosian to address any of it,
24 despite Plaintiff’s attempts to bring such conduct to Mr. Petrosian’s attention on several
25 occasions, Plaintiff was brought to tears on a regular basis and suffered from extreme stress
26 and anxiety.

27
28 66. At the Imperial Beach location, the store possessed an agreement with the school district,

1 wherein Defendant DOMINOIDS provided approximately 100-200 pizzas for a school
2 order, all of which were required to be cooked and ready to go by 11:00 a.m. This was a
3 substantial number of pizzas to make, and Plaintiff often commented that her back hurt due
4 to standing and making pizzas to fill this voluminous order for hours on end. On several
5 occasions, Ms. Gomez responded by making sexually suggestive and inappropriate
6 comments, such as: “que te hace el Leo,” or “pero no te duele cuando te lo hechas encima,
7 eh carbona,” which translated to “what does Leo (Plaintiff’s boyfriend) do to you,” and “but
8 it didn’t hurt when he was on top of you, huh b****?”
9

10
11 67. At the Imperial Beach location, Mr. Landgrave, one of Defendant DOMINOIDS’ delivery
12 drivers, routinely grabbed Plaintiff’s hips from behind, brushing his stomach and groin area
13 against Plaintiff’s buttocks. This made Plaintiff extremely uncomfortable and occurred so
14 frequently that other employees at the Imperial Beach location commented to Plaintiff that
15 they did not like the way Mr. Landgrave grabbed Plaintiff.
16

17 68. Mr. Landgrave was the primary driver scheduled for the morning shift at the Imperial Beach
18 location at this time. Per Ms. Gomez’s request for periodic updates on the Imperial Beach
19 location when Ms. Gomez was not present, Mr. Landgrave routinely drove by and took
20 photos of Plaintiff without Plaintiff’s permission to send to Ms. Gomez.
21

22 69. The working conditions at the Imperial Beach location proved to be no better than the
23 working conditions at Plaintiff’s previous stores. When it rained, the ceiling in the bathroom
24 at the Imperial Beach location leaked a yellow-like substance that resembled urine. Despite
25 Plaintiff’s repeated requests to Mr. Petrosian to fix the leak, it took approximately one (1)
26 month for someone to even come take a look at the leak: not even to fix it. The leak became
27 so bad that the light fixtures in the bathroom went out and a lit Domino’s topper, intended to
28

1 be placed on the hood of a delivery car, was placed in the bathroom in order to provide light,
2 as otherwise the staff had to leave the door open a bit for light when using the bathroom.

3 70. Not only was the general maintenance in the Imperial Beach significantly lacking, but Ms.
4 Gomez continued to enforce Defendant DOMINOIDS' unsanitary policy of utilizing
5 expired and moldy food.

6
7 71. Sauce bottles had a general shelf life of approximately four (4) days, however, Plaintiff, as
8 an Opening Manager, was instructed to check the date labels on the sauce bottles and
9 change the dates. Closing managers, subsequently, were instructed to remove all date labels
10 on sauce bottles that expired on that date, requiring the opening managers to place a new
11 date sticker on the bottle when the store opened in the morning. This resulted in Defendant
12 DOMINOIDS changing the expiration dates on sauce bottles multiple times when sauces
13 were left over after daily use.

14
15 72. Extra ingredients, such as cheese, vegetables, and meats, were stored on the bottom of the
16 makeline at the Imperial Beach location. When Plaintiff cooked with the extra ingredients
17 prior to 3:00 p.m., Ms. Gomez yelled at Plaintiff because such extra prepared ingredients
18 were supposedly "fresher" and were intended to be saved for use for later in the day.

19
20 73. Although closing managers were instructed to clear out the bottom of the makeline at the
21 end of the day, occasionally, the extra prepared ingredients were inadvertently left on the
22 makeline. Despite the fact that the makeline refrigerator was turned off each night, causing
23 the food that was left on the makeline to rot, Plaintiff, as well as other employees, were
24 instructed to use that moldy and rotten food.

25
26 74. Similar to bread use at the Palm Avenue location, Ms. Gomez required Plaintiff to utilize
27 bread that had been sitting on top of the oven all day, which caused the bread to become wet
28

1 and soggy. On several occasions when Plaintiff attempted to throw the wet and soggy bread
2 away, Ms. Gomez would reprimand Plaintiff.

3 75. Various Yelp reviews of the Imperial Beach location further demonstrated the lack of staff
4 and provided complaints of Ms. Gomez's rude attitude toward customers.

5
6 76. On or about February 2020, Plaintiff informed Ms. Gomez that Plaintiff would not be
7 coming in for her shift because she was sick. This illness originated from one of Imperial
8 Beach's delivery drivers who had been coughing and sounded stuffy while delivering food.
9 For several days in a row, Plaintiff requested Ms. Gomez send the delivery driver home, yet
10 Ms. Gomez refused. This situation was so horrendous that one customer even returned an
11 order because the delivery driver looked and sounded sick while delivering the customer's
12 food.

13
14 77. When Plaintiff recovered, Ms. Gomez scheduled Plaintiff for only one (1) shift out of the
15 four (4) days Plaintiff typically worked as punishment for calling out sick. This was an
16 obvious play of favoritism, which Plaintiff had witnessed Ms. Gomez impart on to other
17 employees in the past, making comments such as "I am going to give him rush shifts to get
18 him mad." When Plaintiff addressed this clear retaliation by Ms. Gomez to Mr. Petrosian,
19 Mr. Petrosian ignored Plaintiff's messages and only addressed Plaintiff's inquiries about
20 picking up additional shifts at other of Defendant DOMINOIDS' locations.
21
22

23 **E. Chula Vista Location**

24 78. On or about February 2020, Plaintiff was transferred to Defendant DOMINOIDS' Chula
25 Vista location.

26
27 79. At Defendant DOMINOIDS' Chula Vista location, Plaintiff was under the management of
28 Raymond Torres. Despite the fact that Mr. Torres was consistently late for his shifts, Mr.

Torres did his best to ensure that another employee was scheduled so Plaintiff could take, or at least create the appearance of taking, her meal breaks and/or rest periods. Unfortunately, due to Mr. Torres's routine tardiness, Plaintiff never received a full meal break and/or rest period as Mr. Torres did not assist Plaintiff with additional staffing when Mr. Torres was scheduled to work, which was very frequently.

80. As a result of Mr. Torres's constant tardiness, Plaintiff was required to perform an unreasonable amount of laborious work by herself. On one occasion, Mr. Torres was scheduled to begin his shift at 1:00 p.m., but did not show up until approximately 3:30 p.m., leaving Plaintiff responsible for preparing twenty-two (22) orders or more on her own.

81. The unsanitary practice of using expired food was continuously promulgated at the Chula Vista location. On one occasion, Mr. Torres advised Plaintiff to prepare food from a bag that had arrived with a gaping tear in it. Although most food labels instruct a consumer *not* to use the product if it has been tampered with, Defendant DOMINOIDS' policy directly contradicted that, and Plaintiff was routinely required to change expiration dates on food and use products that were opened or destroyed.

82. Mr. Torres, like Mr. Camacho, required Plaintiff to change the expiration dates on sauce bottles, requiring Plaintiff, as well as other employees, to utilize sauces that had far exceeded the recommended four-day shelf life with no regard for the expiration date.

83. Mr. Torres further did not believe in using date stickers for prepared ingredients. Meats and vegetables, which had a shelf life of approximately two (2) days once opened, were not dated per the direction of Mr. Torres, as date stickers were "a waste of time." Items such as cheese or banana peppers were often used far longer than their two-day shelf-life period.

84. Similar to the Imperial Beach location, when Plaintiff used extra prepared ingredients that

1 were kept on the bottom of the makeline, Mr. Torres harshly reprimanded Plaintiff. At the
2 Chula Vista location, keeping these “fresher” ingredients on the bottom of the makeline
3 overnight occurred so regularly that it was almost a routine practice.
4

5 85. As cornmeal was the primary ingredient used to “slap out” pizza dough, it was utilized
6 regularly. At the end of the day, unused cornmeal was intended to be thrown out, as it was
7 often full of other ingredients, such as dry sauce and dough balls. On one occasion, Plaintiff
8 threw the cornmeal on the floor to dispose of it with a broom because it was so
9 contaminated with other food bits. Upon witnessing this, one of Plaintiff’s co-workers
10 yelled at Plaintiff for “wasting the cornmeal.”
11

12 86. On or about January 2020, employees at the Chula Vista location were required to sign off
13 on a memorandum that was attached to the payroll sign-off sheet. This memorandum stated:
14 “By signing this sheet I acknowledge receipt of my paycheck and acknowledge that my
15 paycheck is correct and I am getting paid for all the hours that I have worked. I also
16 acknowledge that I receive all of the meal and rest breaks due to me for this pay period.” As
17 Plaintiff was *not* compensated for all of the hours she worked and did *not* receive adequate
18 meal breaks and/or rest periods, Plaintiff refused to sign.
19

20 87. This resulted in Mr. Petrosian ambushing Plaintiff one day by beginning to discuss the
21 potential opportunity for Plaintiff to become a delivery driver, then quickly switching to the
22 topic of Plaintiff’s refusal to sign off on the memorandum. Plaintiff explained to Mr.
23 Petrosian that she did not sign off on the memorandum because it was not true. Plaintiff
24 further informed Mr. Petrosian that approximately 96% of the work Plaintiff performed was
25 considered “off-the-clock” work, meaning Plaintiff would be required to clock out to create
26 the appearance of taking a meal break and/or rest period and/or not working overtime, yet
27
28

1 remaining on the floor to perform her job.

2 88. Eventually, Plaintiff was written-up by Mr. Petrosian for working off the clock. This was
3 the first write-up that Plaintiff received throughout her entire employment with Defendant
4 DOMINOIDS and was extremely contradictory as working off the clock was a requirement
5 promulgated by all of Plaintiff's managers.
6

7 89. Although Mr. Petrosian offered Plaintiff additional compensation for 175 hours of work at
8 the hourly rate of \$14.50, Plaintiff's regular rate of pay, Plaintiff initially declined as
9 accepting this additional amount was conditioned on Plaintiff signing off on the false
10 statement that she had received all her meal breaks and/or rest periods, as well as all
11 compensation owed to her for hours worked. Eventually, Plaintiff was forced to accept the
12 additional compensation because Mr. Petrosian added it to Plaintiff's payroll check.
13

14 90. On or about June 2020, Plaintiff was forced to take a leave of absence because Plaintiff
15 could no longer endure working under such abhorrent and abysmal conditions.
16

17 **F. Plaintiff's Termination**

18 91. As a result of this tortious and constructive termination by Defendant DOMINOIDS, in
19 addition to the hostility and harassment Plaintiff was forced to endure for almost two (2)
20 years, Plaintiff has sustained emotional and consequential damages in an amount to be
21 shown according to proof.
22

23 92. At the time of Plaintiff's constructive termination, Plaintiff received an hourly wage of
24 approximately \$14.50 per hour, yet rarely, if ever, was compensated for overtime hours she
25 worked.
26

27 93. Throughout her employment with Defendant DOMINOIDS, Plaintiff never received an
28 entire, uninterrupted meal break and/or rest period.

94. Plaintiff has filed and obtained a Right to Sue Notice from the Department of Fair Employment and Housing (“DFEH”). (Please refer to Plaintiff’s Right to Sue Notice, attached as **Exhibit A** and incorporated by reference as though set forth in full.)

95. Plaintiff further brings this action on her own behalf, and in her representative capacity on behalf of other current or former aggrieved employees, for penalties pursuant to California Labor Code § 2699, *et. seq.* for Defendant DOMINOIDS’ violations of the various California Labor Code sections set forth herein. (Please refer to Plaintiff’s PAGA Notice, attached as **Exhibit B** and incorporated by reference as though set forth in full.)

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LAB. CODE § 1194 AND § 1197

Failure to Pay Minimum Wage

(Against All Defendants)

96. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

97. Eight (8) hours of labor constitutes a day’s work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for the employee. (Cal. Lab. Code § 510.)

98. The minimum wage for an employee fixed by the commission is the minimum wage to be paid to an employee and payment of a lesser wage than the minimum amount fixed is unlawful. (Cal. Lab. Code § 1197.)

99. An employee is entitled to receive the legal minimum wage “notwithstanding any agreement

1 to work for a lesser wage.” (Cal. Lab. Code § 1194.)

2 100. Any employee receiving less than the legal minimum wage applicable is entitled to
3 recover in a civil action the unpaid balance including interest thereon, reasonable attorneys’
4 fees, and costs of suit. (Cal. Lab. Code § 1194.) Civil penalties must be assessed against any
5 employer who pays an employee a wage less than the minimum amount fixed by an order of
6 the commission. (Cal. Lab. Code § 1197.1.)
7

8 101. Plaintiff was provided with an hourly wage of approximately \$14.50 per hour.

9 102. At all relevant times herein, Defendant DOMINOIDS knowingly failed to compensate
10 Plaintiff for all hours worked. Plaintiff was routinely required to clock out while continuing
11 to perform the tasks of her job, thereby creating the appearance that Defendant
12 DOMINOIDS was abiding by California labor law while reaping the benefit of free labor.
13

14 103. Defendant DOMINOIDS further failed to compensate Plaintiff minimum wage by failing
15 to compensate Plaintiff for overtime hours worked in excess of eight (8) hours per day and
16 forty (40) hours per week. When Plaintiff was required to work shifts in excess of her
17 scheduled shift, Plaintiff rarely, if ever, received compensation for the additional hours
18 worked, and never at an overtime rate of compensation.
19

20 104. At all times, Plaintiff worked within the geographical limits of San Diego County. In
21 2018, minimum wage in San Diego County was \$11.50 per hour. In 2019, minimum wage
22 was \$12.00 per hour. In 2020, minimum wage was \$13.00 per hour.
23

24 105. Defendant DOMINOIDS failed to compensate Plaintiff minimum wage when Plaintiff
25 was required to work shifts exceeding eight (8) hours per day and in excess of forty (40)
26 hours per week and was only compensated Plaintiff’s regular rate of pay at \$14.50 per hour
27 for all hours worked, if even that. Accordingly, Plaintiff’s compensation falls below the
28

1 legal minimum wage for all the time considered.

2 106. This failure to pay Plaintiff minimum wage violates California Labor Code §§ 510,
3 1194, and 1197.

4 107. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

5 108. Accordingly, Plaintiff is entitled to an award of civil penalties and other relief against
6 Defendant according to proof at trial and within the jurisdictional limits of the Court.
7

8
9 **SECOND CAUSE OF ACTION**

10 **VIOLATION OF CAL. LAB. CODE § 510 AND § 558**

11 ***Failure to Pay Overtime***

12 **(Against All Defendants)**

13 109. Plaintiff hereby incorporates by reference each and all the allegations contained in all
14 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

15 110. Eight (8) hours of labor constitutes a day's work. Any work in excess of eight (8) hours
16 in one workday and any work in excess of forty (40) hours in any one workweek and the
17 first eight (8) hours worked on the seventh day of work in any one workweek shall be
18 compensated at the rate of no less than one and one-half times the regular rate of pay for an
19 employee. Any work in excess of twelve (12) hours in one day shall be compensated at the
20 rate of no less than twice the regular rate of pay for the employee. (Cal. Lab. Code § 510.)
21

22 111. Employment beyond eight (8) hours in any workday or more than six (6) days in a
23 workweek is permissible provided the employee is compensated for such overtime at no less
24 than one and one-half times the employee's regular rate of pay for all hours worked in
25 excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the
26 first eight (8) hours worked on the seventh consecutive day of work in a workweek. (8 Cal.
27 Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)
28

112. An employer is further obligated to compensate an employee at double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. (8 Cal. Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)

113. At all times relevant herein, California Labor Code § 510 and Title 8 of California Code of Regulations § 11010, *et. seq.* were in full effect and applied to Defendant DOMINOIDS' industry and as pertaining to Plaintiff's employment with Defendant DOMINOIDS.

114. Throughout the course of Plaintiff's employment and during the applicable limitations period, Plaintiff performed work without being properly compensated for the overtime wages required by California law.

115. Defendant DOMINOIDS routinely required Plaintiff to work shifts in excess of eight (8) hours per day and forty (40) hours per week. Plaintiff often worked twelve-hour shifts, as Defendant DOMINOIDS lacked proper staffing.

116. Prejudgment interest in any action brought to recover the nonpayment of wages at the rate specified by California Civil Code § 3289 is permitted by California Labor Code § 218.6.36, which accrues from the date the wages were payable. Any employer who violates any provision regulating the hours and days of work in any Industrial Welfare Commission work order, including without limitation, 8 Cal. Code of Reg. § 11010, *et. seq.* and IWC 2-2001, shall be liable to its employees, and each of them, in an amount of fifty dollars (\$50) per unpaid employee for initial violations, and one hundred dollars (\$100) per unpaid employee per pay period for each subsequent violation, in addition to any civil or criminal penalties provided by law pursuant to California Labor Code § 558(a).

117. Plaintiff is informed and believes and thereon alleges that requiring Plaintiff to work in

1 excess of eight (8) hours per day without compensating Plaintiff for the additional hours of
2 work performed at the proper rate was conduct regularly practiced by Defendant
3 DOMINOIDS.
4

5 118. Defendant DOMINOIDS approved, ordered, authorized, or ratified the conduct herein
6 alleged with the intent to deprive Plaintiff of Plaintiff's full wages as required by California
7 law in order to increase Defendant DOMINOIDS' profits at the expense of Plaintiff.
8

9 119. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

10 120. Accordingly, Plaintiff is entitled to an award of civil penalties and other relief against
11 Defendant according to proof at trial and within the jurisdictional limits of the Court.

12 **THIRD CAUSE OF ACTION**
13 **VIOLATION OF CAL. LAB. CODE § 226.7, § 512, § 558**
14 ***Failure to Provide Meal Breaks***
15 **(Against All Defendants)**

16 121. Plaintiff hereby incorporates by reference each and all the allegations contained in all
17 Paragraphs of this Complaint as though fully set forth within this Cause of Action.
18

19 122. Title 8 of California Code of Regulations § 11010, *et. seq.* provides that no employer
20 shall employ a person for a period of more than five (5) hours without a meal break of no
21 less than thirty (30) minutes, except that when a work period of no longer than six (6) hours
22 constitutes an entire day's work, the meal break may be waived by mutual consent of the
23 employer and employee. (8 Cal. Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)
24

25 123. Title 8 of California Code of Regulations § 11010, *et. seq.* further provides that an
26 employer must provide a second meal break of no less than thirty (30) minutes when an
27 employee is scheduled to work more than ten (10) hours per day, except that if the total
28 hours worked is no longer than twelve (12) hours, the second meal break may be waived by

mutual consent of the employer and employee. (8 Cal. Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)

124. Should an employer fail to provide a mandatory thirty-minute meal break entitled to an employee, the employer is required to compensate the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the meal break is not provided. (Cal. Lab. Code § 226.7(b); 8 Cal. Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)

125. During a mandatory thirty-minute meal break, the employee must be relieved of all job duties, unless the nature of the work prevents the employee from being relieved of all job duties *and* there exists a written agreement between the employee and the employer providing that an on-the-job paid meal break is agreed upon. (8 Cal. Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)

126. At all times relevant herein, California Labor Code § 226.7(b) and Title 8 of California Code of Regulations § 11010, *et. seq.* were in full effect and applied to Defendant DOMINOIDS' industry and as pertaining to Plaintiff's employment with Defendant DOMINOIDS.

127. Throughout Plaintiff's two (2) years of employment with Defendant DOMINOIDS, Defendant DOMINOIDS routinely required Plaintiff to work more than five (5) hours per day without receiving mandated off-duty meal breaks before completing her fifth hour of work.

128. Defendant DOMINOIDS additionally required Plaintiff to work more than ten (10) hours per day without receiving a second mandated off-duty meal break.

129. At no time did Plaintiff agree to waive such meal breaks when Plaintiff worked shifts consisting of more than six (6) hours, nor did Plaintiff agree to waive any second meal break

entitled to her when Plaintiff worked shifts consisting of more than ten (10) hours.

130. Understaffing at Defendant DOMINOIDS, coupled with poor management and a “*company culture*” that encouraged employees to clock out while continuing to work, prevented Plaintiff from receiving timely and uninterrupted meal breaks. This was Defendant DOMINOIDS’ attempt to create the façade of abiding by California labor law while reaping the benefits of free labor.

131. Defendant DOMINOIDS additionally failed to compensate Plaintiff an additional hour of compensation when Plaintiff did not receive the mandated, off-duty, thirty-minute meal breaks. This failure violated California Labor Code §§ 226.7, 512, 558, and Industrial Wage Order 2-2001.

132. As Defendant DOMINOIDS failed to compensate Plaintiff the additional hour of compensation when Plaintiff was not provided meal breaks as required by California Labor Code §§ 226.7 and 558, Defendant DOMINOIDS did not furnish Plaintiff with accurate wage statements, as the wage statements Plaintiff received did not reflect all gross or net wages earned pursuant to California Labor Code § 226(a)(1)), all hours worked pursuant to California Labor Code § 226(a)(2), net wages earned pursuant to California Labor Code § 226(a)(5), or all applicable hourly rates and the corresponding hours worked pursuant to California Labor Code § 226(a)(9), among other deficiencies incorporated herein.

133. As a result of Defendant DOMINOIDS’ conduct, Plaintiff was harmed.

134. Accordingly, Plaintiff is entitled to an award of civil penalties and other relief against Defendant according to proof at trial and within the jurisdictional limits of the Court.

///

///

FOURTH CAUSE OF ACTION

VIOLATION OF CAL. LAB. CODE § 226.7, § 512, § 558

Failure to Provide Rest Periods

(Against All Defendants)

135. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

136. Title 8 of California Code of Regulations § 11010, *et. seq.* provides that an employee is entitled to one ten (10) minute rest period per every four (4) hours worked. (8 Cal. Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)

137. Rest periods are counted as hours worked, from which there shall be no deduction from wages. (8 Cal. Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)

138. Should an employer fail to provide a mandatory ten-minute rest period(s) entitled to an employee, the employer is required to compensate the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the rest period is not provided. (Cal. Lab. Code § 226.7(b); 8 Cal. Code of Reg. § 11010, *et. seq.*; IWC 2-2001.)

139. Understaffing at Defendant DOMINOIDS, coupled with poor management and a "company culture" that encouraged employees to clock out while continuing to work, prevented Plaintiff from receiving timely and uninterrupted rest periods. This was Defendant DOMINOIDS' attempt to create the façade of abiding by California labor law while reaping the benefits of free labor.

140. Defendant DOMINOIDS consistently failed to provide Plaintiff with a mandated ten-minute rest period when working more than four (4) hours in a shift, and two (2) ten-minute mandated rest periods when working more than six (6) hours in a shift.

141. Defendant DOMINOIDS further failed to compensate Plaintiff an additional hour of

1 compensation at Plaintiff's regular rate of pay when Plaintiff did not receive the mandated
2 ten-minute rest period(s). This failure violated California Labor Code §§ 226.7, 512, and
3 558 and Industrial Wage Order 2-2001.

4
5 142. As a result of Defendant DOMINOIDS' failures, Plaintiff is entitled to recover the
6 additional hour of compensation as set forth in California Labor Code § 226.7.

7 143. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

8 144. Accordingly, Plaintiff is entitled to an award of civil penalties and other relief against
9 Defendant according to proof at trial and within the jurisdictional limits of the Court.

10
11 **FIFTH CAUSE OF ACTION**
12 **VIOLATION OF CAL. LAB. CODE § 226**
13 ***Unlawful Failure to Furnish Wage Statements***
14 **(Against All Defendants)**

15 145. Plaintiff hereby incorporates by reference each and all the allegations contained in all
16 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

17
18 146. At all relevant times hereto, Plaintiff was a non-exempt employee of Defendant
19 DOMINOIDS under the laws of the State of California within the meaning of the California
20 Labor Code and Industrial Wage Order 2-2001.

21 147. California Labor Code § 226(a) states in pertinent part: "[e]very employer shall,
22 semimonthly or at the time of each payment of wages, furnish each of his or her employees,
23 either as a detachable part of the check, draft, or voucher paying the employee's wages, or
24 separately when wages are paid by personal check or cash, an accurate itemized statement in
25 writing showing":
26

- 27 i. Gross wages earned;
28 ii. Total hours worked by the employee, except for any employee whose compensation
is solely based on a salary and who is exempt from payment of overtime under

- subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- iii. The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- iv. All deductions;
- v. Net wages earned;
- vi. The inclusive dates of the period for which the employee is paid;
- vii. The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- viii. The name and address of the legal entity that is the employer;
- ix. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

148. California Labor Code § 1174 requires employers to maintain records containing the information specified in § 1174 including but not limited to employees' total hours worked, an accurate hourly rate, accurate computation of net wages and when employees begin and end each work period.

149. The "Records" section of the applicable Wage Order provides as a standard of condition of labor that accurate records be maintained by the employer including but not limited to the total hours worked in the payroll period and applicable rates of pay.

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

151. California Labor Code § 226(e)(2)(A) provides that an employee is deemed to suffer injury for purposes of Section 226(e) of the California Labor Code if the employer fails to

1 provide a wage statement. Furthermore, pursuant to California Labor Code § 226(e)(2)(B),
2 an employee is deemed to suffer injury for purposes of Section 226(e) of the California
3 Labor Code if the employer fails to provide accurate and complete information as required
4 by any one or more items (1) to (9), inclusive, of subdivision (a) and the employee cannot
5 promptly and easily determine from the wage statement alone one or more of the items
6 specified in California Labor Code § 226(e)(2)(B)(i)-(iv).
7

8 152. Through Defendant DOMINOIDS' conduct during the applicable statutory period,
9 including but not limited to the conduct set forth herein, Defendant DOMINOIDS
10 knowingly and intentionally failed to provide accurate itemized wage statements reflecting,
11 *inter alia*, accurate gross wages earned, accurate method of computation for net wages paid
12 to Plaintiff, applicable employment tax deductions, and failed to maintain the records
13 required by California Labor Code §§ 226(a), 1174 and 1198.
14

15 153. Defendant DOMINOIDS violated California Labor Code § 226(a) by willfully failing to
16 furnish Plaintiff with accurate, itemized wage statements showing the actual hours Plaintiff
17 worked.
18

19 154. Plaintiff routinely worked in excess of eight (8) hours per day and forty (40) hours per
20 week, and often worked shifts consisting of twelve (12) hours.
21

22 155. While Plaintiff was employed by Defendant DOMINOIDS, Plaintiff was compensated
23 at an hourly rate of approximately \$14.50 per hour.

24 156. Not only did Defendant DOMINOIDS fail to compensate Plaintiff at an overtime rate of
25 pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week,
26 but Defendant DOMINOIDS further failed to compensate Plaintiff *entirely* for hours
27 Plaintiff worked. This was Defendant DOMINOIDS' method of keeping labor costs low, by
28

1 failing to provide employees with proper wages and requiring employees to remain at work
2 to perform free labor for Defendant DOMINOIDS.

3 157. Defendant DOMINOIDS further failed to account for meal breaks and/or rest periods
4 that were never provided to Plaintiff.
5

6 158. Plaintiff suffered injuries as a direct and proximate result of Defendant DOMINOIDS'
7 intentional and knowing failure to provide to Plaintiff and maintain the writings required by
8 California Labor Code § 226(a) as set forth herein. Defendants DOMINOIDS' failure to
9 provide and maintain accurate statements, as alleged herein, left Plaintiff, on information
10 and belief, without the ability to know, understand and question the exact sum of wages
11 earned and due to Plaintiff.
12

13 159. As a direct result of Defendant DOMINOIDS' failure to maintain accurate records in
14 compliance with the California Labor Code and Industrial Wage Order 2-2001, Plaintiff has
15 suffered substantial losses related to the use and enjoyment of such wages and is entitled to
16 recover all wages unpaid and due to Plaintiff in an amount according to proof at trial and
17 within the jurisdictional limitations of this Court.
18

19 160. Plaintiff additionally is entitled to the expenses and attorneys' fees and costs in seeking
20 to compel Defendant DOMINOIDS to fully perform its obligations under California law.
21

22 161. Plaintiff seeks to recover in a civil action to the fullest extent permissible all available
23 remedies including but not limited to all monies that Defendant DOMINOIDS should have
24 lawfully paid, penalties, injunctive relief, interest, reasonable attorneys' fees and costs of
25 suit, and any other permitted remedies including those permitted pursuant to California
26 Labor Code §§ 226 *et seq.*, 1174, 1197, 1198 and California Code of Civil Procedure §
27 1021.5. The exact amount of the applicable penalties is an amount to be shown according to
28

proof at trial and within the jurisdictional limits of the Court.

SIXTH CAUSE OF ACTION
VIOLATION OF CAL. LAB. CODE § 2802
Failure to Reimburse for Reasonable Expenses
(Against All Defendants)

162. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

163. Under California Labor Code § 2802(a), an employer is required to reimburse an employee for all necessary expenditures incurred by the employee as a direct consequence of the employee's directions of the employer.

164. Necessary expenditures shall include all reasonable costs, including but not limited to attorneys' fees incurred by the employee in enforcing the employee's rights. (Cal. Lab. Code § 2802(b).)

165. To demonstrate a violation of California Labor Code § 2802, a plaintiff must show that: (1) the plaintiff was employed by the employer, (2) the plaintiff incurred necessary expenses either through the discharge of the plaintiff's job duties or in obeying the employer's directions, and (3) the employer failed to reimburse the plaintiff for such necessary expenses. (*Hammit v. Lumber Liquidators, Inc.*, 19 F. Supp. 3d 989, 1000 (S.D.Cal. 2014).)

166. The employer must know or have reason to know the employee has incurred such necessary and reasonable expenses. (*Id.*)

167. At all times mentioned herein, Plaintiff was an employee of Defendant DOMINOIDS.

168. Plaintiff was routinely required to attend mandatory Assistant Manager meetings in Rancho Peñasquitos without reimbursement for gas mileage. On one occasion while employed at the Palm Avenue location, Plaintiff picked up an extra shift at the Marine

Corps Recruit Depot (“MCRD”) location. The MCRD location was approximately sixteen and a half miles from the Palm Avenue location, yet Plaintiff received no reimbursement in mileage and/or gas.

169. As these meetings were mandatory, and so was the shift at the MCRD location that Plaintiff was requested to cover, such mileage is characterized as a necessary business expense.

170. At no time was Plaintiff reimbursed, or offered reimbursement for, such necessary business expenses.

171. Defendant DOMINOIDS knew, or should have known, of Plaintiff’s routine expenditure on gas and mileage, as Mr. Petrosian required Assistant Managers to attend the mandatory Assistant Manager meetings in Rancho Peñasquitos and further, was the individual who assigned Plaintiff the additional shift at the MCRD location.

172. As a result of Defendant DOMINOIDS’ conduct, Plaintiff was harmed.

173. Defendant DOMINOIDS has failed to reimburse Plaintiff for such necessary and reasonable business expenses to date. Accordingly, Plaintiff is entitled to recover the cost of all necessary expenditures Plaintiff invested in, in an amount according to proof.

SEVENTH CAUSE OF ACTION

SEXUAL HARASSMENT

(Against All Defendants)

174. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

175. Under California Civil Code § 1708.7(b)(4), harassment is a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, torments, or terrorizes the person and which serves no legitimate purpose. The course of conduct must be

1 such as would cause a reasonable person to suffer substantial emotional distress and must
2 actually cause substantial emotional distress to the person.

3 176. Under California Government Code § 12923(a), “harassment creates a hostile, offensive,
4 oppressive, or intimidating work environment and deprives victims of their statutory right to
5 work in a place free of discrimination when the harassing conduct sufficiently offends,
6 humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim's emotional
7 tranquility in the workplace, affect the victim's ability to perform the job as usual, or
8 otherwise interfere with and undermine the victim's personal sense of well-being.”

9 177. Under California Government Code § 12923(a), “the plaintiff need not prove that his or
10 her tangible productivity has declined as a result of the harassment. It suffices to prove that
11 a reasonable person subjected to the conduct would find, as the plaintiff did, that the
12 harassment so altered working conditions as to make it more difficult to do the job.”

13 178. Defendant DOMINIDS, acting through its ownership, agents, and other employees,
14 either intentionally created or knowingly permitted working conditions that were so
15 intolerable that a reasonable employer would have realized that a reasonable person in
16 Plaintiff’s position would have been compelled to resign.

17 179. Beginning at the commencement of Plaintiff’s employment at the Palm Avenue location
18 in 2018, Plaintiff became a direct victim of Mr. Camacho’s unwarranted and inappropriate
19 sexual advances.

20 180. Mr. Camacho consistently massaged Plaintiff’s shoulders in a suggestive and sexual
21 manner. On several occasions during Plaintiff’s shifts, Mr. Camacho invited Plaintiff to go
22 outside and smoke marijuana with him. Plaintiff always declined.

23 181. This conduct, perpetrated by Plaintiff’s superior, made Plaintiff feel violated, anxious,
24
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26
27
28

1 and humiliated. Plaintiff dreaded being alone with Mr. Camacho as Plaintiff feared for her
2 own safety.

3 182. On various occasions, Mr. Landgrave, one of Defendant DOMINOIDS' delivery drivers,
4 would come up behind Plaintiff, brushing his stomach and groin area against Plaintiff's
5 buttocks.
6

7 183. Defendant DOMINOIDS knowingly and willfully directed such harassing conduct
8 toward Plaintiff because Defendant DOMINOIDS knew or should have known about the
9 harassing conduct suffered by Plaintiff, as Plaintiff expressed her concerns to Mr. Petrosian
10 in a meeting that occurred in approximately October 2019.
11

12 184. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

13 185. The acts and conduct of Defendants constitute "malice" (as that term is defined in
14 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
15 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
16 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
17 maliciously and oppressively and with the advance knowledge, conscious disregard,
18 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
19 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
20 an award of exemplary and punitive damages in an amount according to proof.
21
22

23 **EIGHTH CAUSE OF ACTION**
24 **HOSTILE WORK ENVIRONMENT**
25 **Count One – Harassment**
26 **(Against All Defendants)**

27 186. Plaintiff hereby incorporates by reference each and all the allegations contained in all
28 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

187. Under California Civil Code § 1708.7(b)(4), harassment is a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, torments, or terrorizes the person and which serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress and must actually cause substantial emotional distress to the person.

188. Under California Government Code § 12923(a), “harassment creates a hostile, offensive, oppressive, or intimidating work environment and deprives victims of their statutory right to work in a place free of discrimination when the harassing conduct sufficiently offends, humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim's emotional tranquility in the workplace, affect the victim's ability to perform the job as usual, or otherwise interfere with and undermine the victim's personal sense of well-being.”

189. Under California Government Code § 12923(a), “the plaintiff need not prove that his or her tangible productivity has declined as a result of the harassment. It suffices to prove that a reasonable person subjected to the conduct would find, as the plaintiff did, that the harassment so altered working conditions as to make it more difficult to do the job.”

190. Defendant DOMINOIDS, acting through its ownership, agents, and other employees, either intentionally created or knowingly permitted working conditions that were so intolerable that a reasonable employer would have realized that a reasonable person in Plaintiff's position would have been compelled to resign.

191. Not only did Plaintiff suffer unwanted and non-consensual sexual advances from Mr. Camacho and Mr. Landgrave, but Plaintiff further was forced to endure harassing conduct from Ms. Gomez on a daily basis while employed at the Imperial Beach location.

192. As a result of such harassing conduct and the failure of Mr. Petrosian to address any of

1 it, despite Plaintiff's attempts to bring such conduct to Mr. Petrosian's attention on several
2 occasions, Plaintiff was brought to tears on a regular basis and suffered from extreme stress
3 and anxiety.

4
5 193. Defendant DOMINOIDS knowingly and willfully directed such harassing conduct
6 toward Plaintiff because Defendant DOMINOIDS knew or should have known about the
7 harassing conduct suffered by Plaintiff, as Plaintiff expressed her concerns to Mr. Petrosian
8 on several occasions when inquiring about the proper method to take meal breaks and/or rest
9 periods without being reprimanded.

10
11 194. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

12 195. The acts and conduct of Defendants constitute "malice" (as that term is defined in
13 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
14 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
15 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
16 maliciously and oppressively and with the advance knowledge, conscious disregard,
17 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
18 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
19 an award of exemplary and punitive damages in an amount according to proof.
20
21

22 **EIGHTH CAUSE OF ACTION**

23 **HOSTILE WORK ENVIRONMENT**

24 **Count Two – Missed Meal Break and Rest Periods**

25 **(Against All Defendants)**

26 196. Plaintiff hereby incorporates by reference each and all the allegations contained in all
27 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

28 197. Under California Civil Code § 1708.7(b)(4), harassment is a knowing and willful course

1 of conduct directed at a specific person which seriously alarms, annoys, torments, or
2 terrorizes the person and which serves no legitimate purpose. The course of conduct must be
3 such as would cause a reasonable person to suffer substantial emotional distress and must
4 actually cause substantial emotional distress to the person.
5

6 198. Under California Government Code § 12923(a), “harassment creates a hostile, offensive,
7 oppressive, or intimidating work environment and deprives victims of their statutory right to
8 work in a place free of discrimination when the harassing conduct sufficiently offends,
9 humiliates, distresses, or intrudes upon its victim, so as to disrupt the victim's emotional
10 tranquility in the workplace, affect the victim's ability to perform the job as usual, or
11 otherwise interfere with and undermine the victim's personal sense of well-being.”
12

13 199. Under California Government Code § 12923(a), “the plaintiff need not prove that his or
14 her tangible productivity has declined as a result of the harassment. It suffices to prove that
15 a reasonable person subjected to the conduct would find, as the plaintiff did, that the
16 harassment so altered working conditions as to make it more difficult to do the job.”
17

18 200. Defendant DOMINOIDS, acting through its ownership, agents, and other employees,
19 either intentionally created or knowingly permitted working conditions that were so
20 intolerable that a reasonable employer would have realized that a reasonable person in
21 Plaintiff’s position would have been compelled to resign.
22

23 201. Plaintiff was regularly required to work shifts exceeding five (5) hours with no meal
24 breaks and no rest periods, as Plaintiff was expected to abide by Defendant DOMINOIDS’
25 “company culture” of clocking out while continuing to work. This created the façade that
26 Defendant DOMINOIDS was at all times abiding by California labor law, while reaping the
27 benefits of free labor.
28

1 202. Oftentimes, Plaintiff worked shifts of twelve (12) hours or longer. During these shifts,
2 primarily at the Coronado location, Plaintiff did not receive a first meal break, as mandated
3 by California labor law, nor did Plaintiff receive a second meal break, as mandated by
4 California labor law. At no time did Plaintiff receive uninterrupted, ten-minute rest periods
5 during these laborious shifts.
6

7 203. Defendant DOMINOIDS knowingly and willfully directed such harassing conduct
8 toward Plaintiff because Defendant DOMINOIDS was fully aware and went so far as to
9 even encourage such “company culture,” as Defendant DOMINOIDS expected its
10 employees to clock out while continuing to perform work.
11

12 204. Defendant DOMINOIDS further knowingly and willfully directed such harassing
13 conduct toward Plaintiff with full awareness that Plaintiff was working extended hours
14 without receiving proper meal breaks and/or rest periods.
15

16 205. Defendant DOMINOIDS also knew or should have known that failing to provide Plaintiff
17 with meal breaks and/or rest periods during Plaintiff’s shifts, sometimes lasting as long as
18 twelve (12) hours, would cause Plaintiff such severe stress so as to create intolerable
19 working conditions.
20

21 206. As a result of Defendant DOMINOIDS’ conduct, Plaintiff was harmed.
22

23 207. The acts and conduct of Defendants constitute “malice” (as that term is defined in
24 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
25 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
26 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
27 maliciously and oppressively and with the advance knowledge, conscious disregard,
28 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.

1 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
2 an award of exemplary and punitive damages in an amount according to proof.

3
4 **NINTH CAUSE OF ACTION**

5 **FAILURE TO PREVENT HARASSMENT**

6 **Count One – Failure to Prevent Sexual Harassment**

7 **(Against All Defendants)**

8 208. Plaintiff hereby incorporates by reference each and all the allegations contained in all
9 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

10 209. Under California Government Code § 12940(k), it is unlawful employment practice for an
11 employer to fail to take all reasonable steps necessary to prevent discrimination and
12 harassment from occurring.

13
14 210. Under California Code of Regulations § 1019(b)(4), harassment of an employee is
15 unlawful where an employer or the employer's agents and/or supervisors know of such
16 conduct and fail to take immediate and appropriate corrective action. Proof of such
17 knowledge may be direct or circumstantial. If the employer or the employer's agents and/or
18 supervisors did not know, but should have known, of the harassment, knowledge shall be
19 imputed unless the employer can establish that it took reasonable steps to prevent such
20 harassment from occurring. Such steps may include affirmatively raising the subject of
21 harassment, expressing strong disapproval, developing appropriate sanctions, informing
22 employees of their right to raise the issue of harassment under California law, and
23 developing methods to sensitize all concerned.

24
25
26 211. Plaintiff was an employee of Defendant DOMINOIDS from approximately 2018 to 2020.

27 212. During Plaintiff's two (2) years of employment, and especially while employed at the
28 Palm Avenue location, Plaintiff was repeatedly subjected to unwarranted and inappropriate

1 sexual advances by Mr. Camacho, Plaintiff's manager.

2 213. Mr. Camacho routinely massaged Plaintiff's shoulders in a suggestive manner, invited
3 Plaintiff to spend time with him at bars outside of work despite the fact that Plaintiff was
4 only eighteen (18) and nineteen (19) years old at the time Plaintiff was under Mr.
5 Camacho's management.
6

7 214. On various occasions, Mr. Landgrave, one of Defendant DOMINOIDS' delivery drivers,
8 would come up behind Plaintiff, brushing his stomach and groin area against Plaintiff's
9 buttocks.
10

11 215. Defendant DOMINOIDS knew or should have known of the harassment Plaintiff was
12 forced to endure because Plaintiff expressed her concerns to Mr. Petrosian in a meeting that
13 occurred in approximately October 2019.
14

15 216. Defendant DOMINOIDS failed to take all reasonable steps to prevent sexual harassment
16 against Plaintiff and to protect Plaintiff against such unwanted conduct, even though
17 Defendant DOMINOIDS, through its agents and managers, was aware of the harassment
18 suffered by Plaintiff.
19

20 217. As a result of this failure to take immediate corrective action reasonably calculated to
21 end the harassment and deter future harassment, Plaintiff was harmed.
22

23 218. The acts and conduct of Defendants constitute "malice" (as that term is defined in
24 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
25 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
26 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
27 maliciously and oppressively and with the advance knowledge, conscious disregard,
28 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.

1 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
2 an award of exemplary and punitive damages in an amount according to proof.

3
4 **NINTH CAUSE OF ACTION**

5 **FAILURE TO PREVENT HARASSMENT**

6 **Count Two – Failure to Provide Meal Breaks and/or Rest Periods**

7 **(Against All Defendants)**

8 219. Plaintiff hereby incorporates by reference each and all the allegations contained in all
9 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

10 220. Under California Government Code § 12940(k), it is unlawful employment practice for an
11 employer to fail to take all reasonable steps necessary to prevent discrimination and
12 harassment from occurring.

13
14 221. Under California Code of Regulations § 1019(b)(4), harassment of an employee is
15 unlawful where an employer or the employer's agents and/or supervisors know of such
16 conduct and fail to take immediate and appropriate corrective action. Proof of such
17 knowledge may be direct or circumstantial. If the employer or the employer's agents and/or
18 supervisors did not know, but should have known, of the harassment, knowledge shall be
19 imputed unless the employer can establish that it took reasonable steps to prevent such
20 harassment from occurring. Such steps may include affirmatively raising the subject of
21 harassment, expressing strong disapproval, developing appropriate sanctions, informing
22 employees of their right to raise the issue of harassment under California law, and
23 developing methods to sensitize all concerned.

24
25
26 222. Plaintiff was regularly required to work shifts exceeding five (5) hours with no meal
27 breaks and no rest periods, as Plaintiff was expected to abide by Defendant DOMINOIDS'
28 "company culture" of clocking out while continuing to work. This created the façade that

1 Defendant DOMINOIDS was abiding by California labor law, while reaping the benefits of
2 free labor.

3 223. Oftentimes, Plaintiff worked shifts of twelve (12) hours or longer. During these shifts,
4 primarily at the Coronado location, Plaintiff did not receive a first meal break, as mandated
5 by California labor law, nor did Plaintiff receive a second meal break, as mandated by
6 California labor law. At no time did Plaintiff receive uninterrupted, ten-minute rest periods
7 during these laborious shifts.
8

9 224. Defendant DOMINOIDS failed to take all reasonable steps to prevent such harassment
10 against Plaintiff as Defendant DOMINOIDS went so far as to even encourage such
11 “company culture,” as Defendant DOMINOIDS expected its employees to clock out while
12 continuing to perform work. Defendant DOMINOIDS, through its agents and managers,
13 was therefore fully aware of the harassment suffered by Plaintiff.
14

15 225. As a result of this failure to take immediate corrective action reasonably calculated to
16 end the harassment and deter future harassment suffered by Plaintiff, among other
17 employees, in failing to provide adequate meal breaks and/or rest periods, Plaintiff was
18 harmed.
19

20 226. The acts and conduct of Defendants constitute “malice” (as that term is defined in
21 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
22 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
23 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
24 maliciously and oppressively and with the advance knowledge, conscious disregard,
25 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
26 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
27
28

an award of exemplary and punitive damages in an amount according to proof.

TENTH CAUSE OF ACTION
UNSAFE WORK CONDITIONS
Count One – General Maintenance
(Against All Defendants)

227. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

228. Under California Code of Regulations § 3203, employers are obligated to implement an injury and illness prevention program in which the employer provides a system to employees in order to ensure employees comply with safe and healthy work practices.

229. Under California Code of Regulations § 8397.4, an employer is required to provide adequate sanitization, as well as implementing a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary, and serviceable condition.

230. Under California Labor Code § 6310(a)(4), no person shall discharge or in any manner discriminate against any employee because the employee has reported a work-related fatality, injury, or illness, requested access to occupational injury or illness reports and records that are made or maintained pursuant to Subchapter 1 (commencing with Section 14000) of Chapter 1 of Division 1 of Title 8 of the California Code of Regulations, or exercised any other rights protected by the federal Occupational Safety and Health Act (29 U.S.C. § 651 *et. seq.*).

231. Under California Labor Code § 6310(b), any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in the terms and conditions of employment by his or her employer because the employee has made

1 a bona fide oral or written complaint to the division, his or her employer, or his or her
2 representative, of unsafe working conditions, or work practices, in his or her employment or
3 place of employment shall be entitled to reinstatement and reimbursement for lost wages
4 and work benefits caused by the acts of the employer.
5

6 232. Defendant DOMINOIDS was negligent in the maintenance of each of its locations, and
7 as a result, created and forced its employees to work under unsafe working conditions.

8 233. At Defendant DOMINOIDS' Coronado location, there was one occasion on which a
9 piece of broken, molded ceiling tile fell off the ceiling because of constant flooding and pipe
10 leaks from the restaurant upstairs.
11

12 234. On another occasion, dead rats were discovered in the ceiling.

13 235. At the Imperial Beach location, the ceiling in the bathroom at the Imperial Beach
14 location leaked a *yellow-like substance that looked like urine*. The leak became so bad that
15 the light fixtures in the bathroom went out and a lit Domino's topper, intended to be placed
16 on the hood of a delivery car, was placed in the bathroom in order to provide light.
17

18 236. Conditions in Defendant DOMINOIDS' various locations created an unreasonable risk
19 of harm to Plaintiff and other employees.

20 237. Defendant DOMINOIDS knew about the unsafe working conditions and about the
21 unreasonable risk of harm to which it exposed its employees, as Plaintiff attempted to
22 contact management about various repairs on several occasions.
23

24 238. Defendant DOMINOIDS failed to repair such unsafe working conditions and to protect
25 Plaintiff, as well as other employees against harm from those unsafe conditions.

26 239. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.
27

28 ///

TENTH CAUSE OF ACTION
UNSAFE WORK CONDITIONS

Count Two – Exposure to Expired and Moldy Food
(Against All Defendants)

240. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

241. Under California Code of Regulations § 3203, employers are obligated to implement an injury and illness prevention program in which the employer provides a system to employees in order to ensure employees comply with safe and healthy work practices.

242. Under California Code of Regulations § 8397.4, an employer is required to provide adequate sanitization, as well as implementing a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary, and serviceable condition.

243. Under California Labor Code § 6310(a)(4), no person shall discharge or in any manner discriminate against any employee because the employee has reported a work-related fatality, injury, or illness, requested access to occupational injury or illness reports and records that are made or maintained pursuant to Subchapter 1 (commencing with Section 14000) of Chapter 1 of Division 1 of Title 8 of the California Code of Regulations, or exercised any other rights protected by the federal Occupational Safety and Health Act (29 U.S.C. § 651 *et. seq.*).

244. Under California Labor Code § 6310(b), any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in the terms and conditions of employment by his or her employer because the employee has made a bona fide oral or written complaint to the division, his or her employer, or his or her

1 representative, of unsafe working conditions, or work practices, in his or her employment or
2 place of employment shall be entitled to reinstatement and reimbursement for lost wages
3 and work benefits caused by the acts of the employer.
4

5 245. Defendant DOMINOIDS was negligent in the maintenance of each of its locations, and
6 as a result, created and forced its employees to work under unsafe working conditions in that
7 Defendant DOMINOIDS prohibited employees from throwing away moldy food, requiring
8 Plaintiff, among other employees, to expose herself to bacteria and mold.
9

10 246. Plaintiff was routinely forced to use mushrooms, green peppers, onions, tomatoes, black
11 olives, and pineapples that had far exceeded their shelf life when cooking food.

12 247. Bread was maintained in a tub that was kept under direct sunlight, which caused the
13 bread to mold.

14 248. Plaintiff was instructed to utilize expired pizza dough, oftentimes made with unsanitary
15 cornmeal. The pizza dough further contained yeast, therefore this practice was extremely
16 unsanitary and had the potential of causing illness, as yeast is a living bacterium.
17

18 249. Sauce bottles had a general shelf life of approximately four (4) days, however, Plaintiff,
19 as an Opening Manager, was instructed to check the date labels on the sauce bottles and
20 change the dates. This resulted in Defendant DOMINOIDS changing the expiration dates on
21 sauce bottles multiple times when sauces were left over after daily use.
22

23 250. Although closing managers were instructed to clear out ingredients on the bottom of the
24 makeline at the end of the day, occasionally, the extra prepared ingredients were
25 inadvertently left on the makeline. Despite the fact that the makeline refrigerator was turned
26 off each night, causing the food that was left on the makeline to rot, Plaintiff, as well as
27 other employees, were instructed to use that moldy and rotten food.
28

251. Defendant DOMINOIDS was aware of this unsanitary practice, as it was encouraged by Defendant DOMINOIDS' management.

252. Conditions in Defendant DOMINOIDS' various locations created an unreasonable risk of harm to Plaintiff and other employees by exposing Plaintiff to rotting and moldy food as well as expired yeast, which had the potential of causing illness, or other issues that cannot be measured with symptoms, and can have long-term cognitive-damaging effects.

253. Defendant DOMINOIDS knew about the unsafe working conditions and about the unreasonable risk of harm to which it exposed its employees, as Plaintiff questioned management about these unsanitary practices on several occasions.

254. Defendant DOMINOIDS failed to address such unsafe working conditions and to protect Plaintiff, as well as other employees against harm from those unsafe conditions.

255. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

TENTH CAUSE OF ACTION

UNSAFE WORK CONDITIONS

Count Three – Failure to Provide Sick Days

(Against All Defendants)

256. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

257. Under California Code of Regulations § 3203, employers are obligated to implement an injury and illness prevention program in which the employer provides a system to employees in order to ensure employees comply with safe and healthy work practices.

258. Under California Code of Regulations § 8397.4, an employer is required to provide adequate sanitization, as well as implementing a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary, and serviceable

condition.

259. Under California Labor Code § 6310(a)(4), no person shall discharge or in any manner discriminate against any employee because the employee has reported a work-related fatality, injury, or illness, requested access to occupational injury or illness reports and records that are made or maintained pursuant to Subchapter 1 (commencing with Section 14000) of Chapter 1 of Division 1 of Title 8 of the California Code of Regulations, or exercised any other rights protected by the federal Occupational Safety and Health Act (29 U.S.C. § 651 *et. seq.*).

260. Under California Labor Code § 6310(b), any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in the terms and conditions of employment by his or her employer because the employee has made a bona fide oral or written complaint to the division, his or her employer, or his or her representative, of unsafe working conditions, or work practices, in his or her employment or place of employment shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer.

261. Defendant DOMINOIDS was negligent in the maintenance of each of its locations, and as a result, created and forced its employees to work under unsafe working conditions in that Defendant DOMINOIDS failed to provide its employees with time off when an employee was sick, thereby exposing other employees to illness and disease.

262. While employed at the Imperial Beach location, on or about February 2020, Plaintiff informed Ms. Gomez that Plaintiff would not be coming in for her shift because she was sick. This illness originated from one of Imperial Beach's delivery drivers who had been coughing and sounded stuffy while delivering food.

263. For several days in a row, Plaintiff requested Ms. Gomez send the delivery driver home, yet Ms. Gomez refused. This situation was so horrendous that one customer even returned an order because the delivery driver looked and sounded sick while delivering the customer's food.

264. Conditions in Defendant DOMINOIDS' various locations created an unreasonable risk of harm to Plaintiff and other employees by exposing Plaintiff to illness and disease, wherein Plaintiff did in fact become sick after being exposed to such illness.

265. Defendant DOMINOIDS knew about the unsafe working conditions and about the unreasonable risk of harm to which it exposed its employees, as Plaintiff attempted to address her concerns with Mr. Petrosian, which Mr. Petrosian ignored.

266. Defendant DOMINOIDS failed to address such unsafe working conditions and to protect Plaintiff, as well as other employees against harm from illness and disease.

267. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

ELEVENTH CAUSE OF ACTION

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (Against All Defendants)

268. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

269. The covenant of good faith and fair dealing is implied in all contracts and an allegation of its breach is an allegation of an obligation arising out of the contract. (*Foley v. Interactive Data Corp.*, 47 Cal. 3d 654, 690 (1988).)

270. The covenant of good faith and fair dealing requires the employer to lawfully, fairly, honestly, and reasonably perform the terms and conditions of the agreement.

271. The covenant of good faith and fair dealing also obligates an employer to perform the

terms and conditions of the agreement fairly and in good faith and to refrain from doing any act that would prevent or impede its employees from performing any and all of the conditions of the contract that they agreed to perform, or any act that would deprive the employees of the benefit of the contract.

272. An adverse employment action that is extraneous to a contract and intentionally done to frustrate the employee's enjoyment of contract rights constitutes a breach of the implied covenant of good faith and fair dealing. (*Walker v. Blue Cross of California* (1992) 4 Cal.App.4th 985.)

273. A cause of action for breach of the implied covenant lies where the employer has acted in bad faith and without probable cause in the termination, and/or where the employer's actions are pretextual. (*Id.* at 995-96; *Burton v. Security Pacific Nat. Bank* (1988) 197 Cal.App.3d 972, 979.)

274. Defendant DOMINOIDS engaged in a conduct which frustrated Plaintiff's rights to the benefits of the contract by creating or knowingly permitting working conditions that were so intolerable that a reasonable employer would have realized that a reasonable person in Plaintiff's position would have been compelled to resign.

275. Defendant DOMINOIDS failed to provide proper meal breaks and/or rest periods to Plaintiff and even encouraged the practice of clocking out while continuing to perform work.

276. Defendant DOMINOIDS further forced Plaintiff to work with rotting, moldy, and unsanitary food and to serve such food to customers.

277. Defendant DOMINOIDS further allowed Plaintiff to experience severe and harassing conduct from her superiors on a daily basis while failing to take any remedial action against

1 such harassing actors, all of whom were management-level employees. Under the
2 management of Mr. Camacho, Plaintiff experienced both sexual harassment and verbal
3 abuse. Under the management of Ms. Gomez, Plaintiff experienced the same. Defendant
4 DOMINOIDS was aware of the conduct Plaintiff was forced to endure as Plaintiff expressed
5 her concerns to Mr. Petrosian on multiple occasions throughout her two (2) years of
6 employment, however, despite Mr. Petrosian's promises, no action was taken, and the
7 harassers went without reprimand.
8

9
10 278. As a result of Plaintiff's dedication and effort to meet all of Defendant DOMINOIDS'
11 endless demands, Plaintiff was forced to resign.

12 279. Without misconduct on the part of Plaintiff and without good or lawful cause, Defendant
13 DOMINOIDS breached the implied covenant of good faith and fair dealing by engaging in
14 harassment and retaliation and eventually, constructively terminating Plaintiff's
15 employment.
16

17 280. Defendant DOMINOIDS' violation of the implied covenant of good faith and fair
18 dealing has resulted in Plaintiff losing income, earnings, and other consequential damages in
19 a sum to be shown according to proof.

20 281. As a further result of Defendant DOMINOIDS' violation of the implied covenant of
21 good faith and fair dealing, Plaintiff has suffered severe emotional damage, manifesting
22 itself in stress, anxiety, fear, and loss of sleep. These emotional damages commenced as a
23 result of the abhorrent and horrendous conditions Plaintiff was forced to endure on a daily
24 basis and were further exacerbated by Plaintiff's constructive termination.
25

26 282. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

27 283. The acts and conduct of Defendants constitute "malice" (as that term is defined in
28

1 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
2 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
3 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
4 maliciously and oppressively and with the advance knowledge, conscious disregard,
5 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
6 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
7 an award of exemplary and punitive damages in an amount according to proof.
8

9
10 **TWELFTH CAUSE OF ACTION**

11 **RETALIATION**

12 **Count One – Clocking Out**

13 **(Against All Defendants)**

14 284. Plaintiff hereby incorporates by reference each and all the allegations contained in all
15 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

16 285. Under California Government Code § 12940(h) it is an unlawful employment practice
17 for any employer to discharge, expel, or otherwise discriminate against any person because
18 the person has opposed any practices forbidden under this part or because the person has
19 filed a complaint, testified, or assisted in any proceeding under this part.
20

21 286. Under California Code of Regulations § 11021(a)(1), it is unlawful for an employer or
22 other covered entity to demote, suspend, reduce, fail to hire or consider for hire, fail to give
23 equal consideration in making employment decisions fail to treat impartially in the context
24 of any recommendations for subsequent employment that the employer or other covered
25 entity may make, adversely affect working conditions or otherwise deny any employment
26 benefit to an individual because that individual has opposed practices prohibited by the Act
27 or has filed a complaint, testified, assisted or participated in any manner in an investigation,
28

- 1 proceeding, or hearing conducted by the Council or Department or its staff.
- 2 287. Under California Code of Regulations § 11021(a)(1)(C), opposition to practices
- 3 prohibited by the Act includes, but is not limited to opposing employment practices that an
- 4 individual reasonably believes to exist and believes to be a violation of the Act.
- 5
- 6 288. Under California Labor Code § 1102.5(b), an employer shall not retaliate against an
- 7 employee for disclosing information, or because the employer believes the employee
- 8 disclosed or may disclose information, to a government or a law enforcement agency, to a
- 9 person who has the authority to investigate, discover, or correct the violation or
- 10 noncompliance.
- 11
- 12 289. Under California Labor Code § 1102.5(c), an employer shall not retaliate against an
- 13 employee for refusing to participate in an activity that would result in a violation of state or
- 14 federal statute, or a violation of or noncompliance with a local, state, or federal rule or
- 15 regulation.
- 16
- 17 290. To establish a prima facie case of retaliation, the Plaintiff must demonstrate that (s)he
- 18 engaged in a protected activity, the employer subjected the employee to adverse
- 19 employment action, and there is a causal link between the protected activity and the
- 20 employer's action. (*Iwekaogwu v. City of Los Angeles*, 75 Cal.App.4th 803, 814 (1995).)
- 21
- 22 291. Under California Civil Jury Instruction No. 2505, Plaintiff does not have to prove
- 23 discrimination in order to be protected from retaliation. If Plaintiff believes that Defendant's
- 24 conduct was unlawful, Plaintiff may prevail on a retaliation claim even if (s)he does not
- 25 present, or prevail on, a separate claim for discrimination.
- 26
- 27 292. Beginning at the commencement of Plaintiff's employment with Defendant
- 28 DOMINOIDS, Plaintiff was instructed by both Mr. Camacho and Ms. Gomez to work

1 through mandatory meal breaks and/or rest periods.

2 293. Throughout Plaintiff's employment with Defendant DOMINOIDS, Plaintiff did not
3 receive a single, uninterrupted meal break and/or rest period.

4
5 294. As a result of Plaintiff's attempts to remain in compliance with California labor law
6 relating to providing meal breaks and/or rest periods, Defendant DOMINOIDS subjected
7 Plaintiff to hostility, harassment, and unjust reprimand.

8 295. There is a causal link between the protected activity and Defendant DOMINOIDS'
9 actions because Plaintiff brought her concerns to Mr. Petrosian, as well as her direct
10 supervisors, on several occasions throughout two (2) years of employment.

11
12 296. As a result, Plaintiff was forced to take a leave of absence because Plaintiff could no
13 longer endure working under such abhorrent and abysmal conditions.

14 297. Plaintiff sustained sizable losses in income and earnings according to proof. Plaintiff
15 was also afflicted with severe emotional distress at the hands of Defendant DOMINOIDS
16 and was brought to tears on a regular basis.

17
18 298. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

19 299. The acts and conduct of Defendants constitute "malice" (as that term is defined in
20 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
21 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
22 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
23 maliciously and oppressively and with the advance knowledge, conscious disregard,
24 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
25 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
26 an award of exemplary and punitive damages in an amount according to proof.
27
28

TWELFTH CAUSE OF ACTION

RETALIATION

Count Two – Favoritism

(Against All Defendants)

300. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

301. Under California Government Code § 12940(h) it is an unlawful employment practice for any employer to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.

302. Under California Code of Regulations § 11021(a)(1), it is unlawful for an employer or other covered entity to demote, suspend, reduce, fail to hire or consider for hire, fail to give equal consideration in making employment decisions fail to treat impartially in the context of any recommendations for subsequent employment that the employer or other covered entity may make, adversely affect working conditions or otherwise deny any employment benefit to an individual because that individual has opposed practices prohibited by the Act or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing conducted by the Council or Department or its staff.

303. Under California Code of Regulations § 11021(a)(1)(C), opposition to practices prohibited by the Act includes, but is not limited to opposing employment practices that an individual reasonably believes to exist and believes to be a violation of the Act.

304. Under California Labor Code § 1102.5(b), an employer shall not retaliate against an employee for disclosing information, or because the employer believes the employee disclosed or may disclose information, to a government or a law enforcement agency, to a

1 person who has the authority to investigate, discover, or correct the violation or
2 noncompliance.

3 305. Under California Labor Code § 1102.5(c), an employer shall not retaliate against an
4 employee for refusing to participate in an activity that would result in a violation of state or
5 federal statute, or a violation of or noncompliance with a local, state, or federal rule or
6 regulation.
7

8 306. To establish a prima facie case of retaliation, the Plaintiff must demonstrate that (s)he
9 engaged in a protected activity, the employer subjected the employee to adverse
10 employment action, and there is a causal link between the protected activity and the
11 employer's action. (*Iwekaogwu v. City of Los Angeles*, 75 Cal.App.4th 803, 814 (1995).)
12

13 307. Under California Civil Jury Instruction No. 2505, Plaintiff does not have to prove
14 discrimination in order to be protected from retaliation. If Plaintiff believes that Defendant's
15 conduct was unlawful, Plaintiff may prevail on a retaliation claim even if (s)he does not
16 present, or prevail on, a separate claim for discrimination.
17

18 308. During the Spring of 2019, while employed at the Palm Avenue location, Plaintiff
19 informed Mr. Camacho that she wanted to become a manager. Rather than promote
20 Plaintiff, Mr. Camacho promoted two (2) drivers whom Mr. Camacho was friends with. Mr.
21 Camacho informed Ms. Gomez that he had promoted the two (2) drivers "just to see how
22 [Plaintiff] would react."
23

24 309. On one occasion, upon recovering from an illness, Plaintiff discovered she was
25 scheduled for only one (1) shift out of the four (4) days Plaintiff typically worked as
26 punishment for calling out sick. This was an obvious play of favoritism, which Plaintiff had
27 witnessed Ms. Gomez impart on to other employees in the past.
28

1 310. As a result of Plaintiff's attempts to grow her career within the company and make
2 herself available for open shifts, Defendant DOMINOIDS subjected Plaintiff to hostility,
3 harassment, and unjust reprimand.

4
5 311. There is a causal link between the protected activity and Defendant DOMINOIDS'
6 actions as clearly evidenced by the statements and conduct of Plaintiff's superiors. Upon
7 inquiring about a promotion, Mr. Camacho expressly stated that he did not promote
8 Plaintiff, and instead promoted two (2) lesser qualified delivery drivers "just to see how
9 [Plaintiff] would react." On the one occasion on which Plaintiff called out sick, Ms. Gomez
10 responded by removing Plaintiff from the schedule and only scheduling Plaintiff for one (1)
11 out of the four (4) shifts Plaintiff typically worked, making it clear to Plaintiff that depriving
12 Plaintiff of available shifts was not accidental.

13
14 312. Plaintiff attempted to address these concerns with Mr. Petrosian on several occasions, yet
15 Mr. Petrosian took no action and Plaintiff's superiors went without reprimand.

16
17 313. As a result, Plaintiff was forced to take a leave of absence because Plaintiff could no
18 longer endure working under such abhorrent and abysmal conditions.

19 314. Plaintiff sustained sizable losses in income and earnings according to proof. Plaintiff
20 was also afflicted with severe emotional distress at the hands of Defendant DOMINOIDS
21 and was brought to tears on a regular basis.

22
23 315. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

24 316. The acts and conduct of Defendants constitute "malice" (as that term is defined in
25 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
26 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
27 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
28

1 maliciously and oppressively and with the advance knowledge, conscious disregard,
2 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
3 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
4 an award of exemplary and punitive damages in an amount according to proof.
5

6 **TWELFTH CAUSE OF ACTION**

7 **RETALIATION**

8 **Count Three – Transfer**

9 **(Against All Defendants)**

10 317. Plaintiff hereby incorporates by reference each and all the allegations contained in all
11 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

12 318. Under California Government Code § 12940(h) it is an unlawful employment practice
13 for any employer to discharge, expel, or otherwise discriminate against any person because
14 the person has opposed any practices forbidden under this part or because the person has
15 filed a complaint, testified, or assisted in any proceeding under this part.
16

17 319. Under California Code of Regulations § 11021(a)(1), it is unlawful for an employer or
18 other covered entity to demote, suspend, reduce, fail to hire or consider for hire, fail to give
19 equal consideration in making employment decisions fail to treat impartially in the context
20 of any recommendations for subsequent employment that the employer or other covered
21 entity may make, adversely affect working conditions or otherwise deny any employment
22 benefit to an individual because that individual has opposed practices prohibited by the Act
23 or has filed a complaint, testified, assisted or participated in any manner in an investigation,
24 proceeding, or hearing conducted by the Council or Department or its staff.
25

26 320. Under California Code of Regulations § 11021(a)(1)(C), opposition to practices
27 prohibited by the Act includes, but is not limited to opposing employment practices that an
28

individual reasonably believes to exist and believes to be a violation of the Act.

321. Under California Labor Code § 1102.5(b), an employer shall not retaliate against an employee for disclosing information, or because the employer believes the employee disclosed or may disclose information, to a government or a law enforcement agency, to a person who has the authority to investigate, discover, or correct the violation or noncompliance.

322. Under California Labor Code § 1102.5(c), an employer shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

323. To establish a prima facie case of retaliation, the Plaintiff must demonstrate that (s)he engaged in a protected activity, the employer subjected the employee to adverse employment action, and there is a causal link between the protected activity and the employer's action. (*Iwekaogwu v. City of Los Angeles*, 75 Cal.App.4th 803, 814 (1995).)

324. Under California Civil Jury Instruction No. 2505, Plaintiff does not have to prove discrimination in order to be protected from retaliation. If Plaintiff believes that Defendant's conduct was unlawful, Plaintiff may prevail on a retaliation claim even if (s)he does not present, or prevail on, a separate claim for discrimination.

325. Upon declining an opportunity to become a Lead Assistant, Mr. Petrosian inquired as to Plaintiff's feelings on Mr. Camacho returning to the Palm Avenue location. Plaintiff informed Mr. Petrosian and Mr. Herman of the emotional, verbal, and sexual abuse she had endured from Mr. Camacho when Plaintiff first worked at the Palm Avenue location.

326. On or about November 2019, Plaintiff was informed that she was being transferred to

1 Defendant DOMINOIDS' Imperial Beach location and was scheduled to open the next day.
2 327. When Plaintiff contacted Mr. Petrosian to inquire about her sudden transfer, Mr.
3 Petrosian informed Plaintiff that the reason for her transfer was so that Mr. Petrosian could
4 re-hire Mr. Camacho.
5
6 328. As a result of Plaintiff's attempts to grow her career within the company and make
7 herself available for open shifts, Defendant DOMINOIDS subjected Plaintiff to unjust
8 reprimand by unilaterally transferring Plaintiff with no notice simply so Defendant
9 DOMINOIDS could re-hire the primary perpetrator of the sexual harassment Plaintiff was
10 forced to endure.
11
12 329. There is a causal link between the protected activity and Defendant DOMINOIDS'
13 actions, demonstrated by Mr. Petrosian's statement to Plaintiff that the reason for Plaintiff's
14 sudden and unexpected transfer back to the Imperial Beach location was for the sole purpose
15 of re-hiring Mr. Camacho at the Palm Avenue location.
16
17 330. As a result, Plaintiff was forced to take a leave of absence because Plaintiff could no
18 longer endure working under such abhorrent and abysmal conditions.
19
20 331. Plaintiff sustained sizable losses in income and earnings according to proof. Plaintiff
21 was also afflicted with severe emotional distress at the hands of Defendant DOMINOIDS
22 and was brought to tears on a regular basis.
23
24 332. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.
25
26 333. The acts and conduct of Defendants constitute "malice" (as that term is defined in
27 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
28 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done

1 maliciously and oppressively and with the advance knowledge, conscious disregard,
2 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
3 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
4 an award of exemplary and punitive damages in an amount according to proof.
5

6 **THIRTEENTH CAUSE OF ACTION**
7 **CONSTRUCTIVE TERMINATION**
8 **(Against All Defendants)**

9 334. Plaintiff hereby incorporates by reference each and all the allegations contained in all
10 Paragraphs of this Complaint as though fully set forth within this Cause of Action.
11

12 335. Defendant DOMINOIDS, acting through its ownership, agents, and other employees,
13 either intentionally created or knowingly permitted working conditions that were so
14 intolerable that a reasonable employer would have realized that a reasonable person in
15 Plaintiff's position would have been compelled to resign.
16

17 336. Defendant DOMINOIDS created intolerable working conditions by failing to provide
18 Plaintiff with meal breaks and/or rest periods while encouraging Plaintiff to clock out while
19 continuing to perform work, thereby creating the façade that Defendant DOMINOIDS was
20 abiding by California labor law. This resulted in Plaintiff working shifts in excess of eight
21 (8) hours per day and in excess of forty (40) hours per week, yet Plaintiff was not
22 compensated for any of the additional work she was required to perform while "off the
23 clock."
24

25 337. Defendant DOMINOIDS further created intolerable working conditions by failing to
26 address the ongoing harassment and hostility suffered by Plaintiff at the hands of her
27 supervisors. Despite the fact that Plaintiff raised such issues with Mr. Petrosian on several
28 occasions, Defendant DOMINOIDS failed to reprimand the alleged harassers and went so

1 far as to even *re-hire* Mr. Camacho, while fully aware of the unwarranted sexual advances
2 Mr. Camacho had forced Plaintiff to endure.

3 338. Defendant DOMINOIDS further created intolerable working conditions by forcing
4 Plaintiff to change expiration dates on food, cook with moldy and rotting food, and store
5 food for hours and sometimes even days longer than the allotted expiration period. Not only
6 did this practice expose Plaintiff to bacteria and mold but forced Plaintiff to partake in
7 Defendant DOMINOIDS' unlawful practices by knowingly providing this expired and
8 rotting food to customers.

9
10 339. Plaintiff was further forced to work in environments with dangerous conditions, such as
11 leaking and broken ceilings, dead rats, and a bathroom with no lights.

12 340. Defendant DOMINOIDS knowingly and willingly created such intolerable working
13 conditions such that a reasonable employer would have realized that a reasonable person in
14 Plaintiff's position would have been compelled to resign.

15 341. As a result of this tortious, constructive termination, Plaintiff sustained sizable losses in
16 income and earnings according to proof.

17 342. Throughout her employment and as a direct and proximate result of such abhorrent
18 conditions, Plaintiff was afflicted with severe emotional distress, manifesting itself in
19 anxiety, stress, fear, and loss of sleep. Plaintiff was brought to tears on a daily basis. This
20 severe emotional distress was further exacerbated by Plaintiff's constructive termination.

21 343. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

22 344. The acts and conduct of Defendants constitute "malice" (as that term is defined in
23 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
24 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
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27
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conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done maliciously and oppressively and with the advance knowledge, conscious disregard, authorization, ratification or act of oppression, within the meaning of Civil Code § 3294. The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying an award of exemplary and punitive damages in an amount according to proof.

FOURTEENTH CAUSE OF ACTION

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

**Count One – Failure to Provide Meal Breaks and/or Rest Periods
(Against All Defendants)**

345. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

346. To prove a claim of negligent infliction of emotional distress, a plaintiff must show that: (1) the defendant engaged in negligent conduct, (2) the plaintiff suffered severe emotional distress, and (3) the defendant's negligent conduct was a result of the plaintiff's severe emotional distress. (*Hall v. Apollo Grp., Inc.*, No. 14-CV-01404-LHK, 2014 WL 4354420, at *6 (N.D. Cal. Sept. 2, 2014.)

347. The plaintiff's emotional distress must arise out of the defendant's breach of duty and must cause the plaintiff some physical injury. (*Id.*)

348. Defendant DOMINOIDS possessed a duty to refrain from creating a foreseeable risk of physical injury to Plaintiff by causing Plaintiff such severe emotional distress that manifests in physical symptoms.

349. Defendant DOMINOIDS breached that duty by failing to provide Plaintiff with meal breaks and/or rest periods while requiring Plaintiff to work shifts in excess of eight (8) hours per day and forty (40) hours per week yet instructing Plaintiff to clock out for breaks while

1 continuing to work to create the appearance that Defendant DOMINOIDS was abiding by
2 California labor law.

3 350. Approximately 96% of the work Plaintiff performed was considered “off-the-clock”
4 work, meaning Plaintiff would be required to clock out to create the appearance of taking a
5 meal break and/or rest period and/or not working overtime, yet remaining on the floor to
6 perform her job.
7

8 351. Throughout Plaintiff’s employment with Defendant DOMINOIDS, Plaintiff did not
9 receive a single, uninterrupted meal break and/or rest period.
10

11 352. Defendant DOMINOIDS failed to properly address the hostile work environment that
12 caused Plaintiff severe anxiety, stress, fear, and loss of sleep.

13 353. It was reasonably foreseeable that Defendant DOMINOIDS’ breach of this duty would
14 result in Plaintiff suffering extreme emotional harm, manifesting in severe anxiety, stress,
15 fear, and loss of sleep.
16

17 354. As a direct and proximate result of Defendant DOMINOIDS’ unlawful employment
18 practices, Plaintiff has suffered noneconomic damages including but not limited to anxiety,
19 stress, fear, and loss of sleep. Throughout her employment with Defendant DOMINOIDS,
20 Plaintiff was brought to tears on a regular basis.
21

22 355. Plaintiff suffered and continues to suffer severe stress and anxiety. Such severe stress
23 has greatly affected Plaintiff’s sense of self-worth and has further affected Plaintiff’s ability
24 to sleep.

25 356. But for Defendant DOMINOIDS’ failure to observe and execute such duty, Plaintiff
26 would not have suffered anxiety, stress, depression, and loss of sleep, as well as a
27 diminished sense of self-worth and lack of trust for her superiors.
28

1 357. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

2 358. The acts and conduct of Defendants constitute "malice" (as that term is defined in
3 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
4 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
5 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
6 maliciously and oppressively and with the advance knowledge, conscious disregard,
7 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
8 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
9 an award of exemplary and punitive damages in an amount according to proof.
10

11
12 **FOURTEENTH CAUSE OF ACTION**

13 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

14 **Count Two – Harassment**

15 **(Against All Defendants)**

16 359. Plaintiff hereby incorporates by reference each and all the allegations contained in all
17 Paragraphs of this Complaint as though fully set forth within this Cause of Action.
18

19 360. To prove a claim of negligent infliction of emotional distress, a plaintiff must show that:
20 (1) the defendant engaged in negligent conduct, (2) the plaintiff suffered severe emotional
21 distress, and (3) the defendant's negligent conduct was a result of the plaintiff's severe
22 emotional distress. (*Hall v. Apollo Grp., Inc.*, No. 14-CV-01404-LHK, 2014 WL 4354420,
23 at *6 (N.D. Cal. Sept. 2, 2014.)
24

25 361. The plaintiff's emotional distress must arise out of the defendant's breach of duty and
26 must cause the plaintiff some physical injury. (*Id.*)

27 362. Defendant DOMINOIDS possessed a duty to refrain from creating a foreseeable risk of
28 physical injury to Plaintiff by causing Plaintiff such severe emotional distress that manifests

1 in physical symptoms.

2 363. Defendant DOMINOIDS breached that duty by perpetuating and failing to address
3 harassing conduct suffered by Plaintiff by her superiors.

4
5 364. Beginning at the commencement of Plaintiff's employment at the Palm Avenue location
6 in 2018, Plaintiff became a direct victim of Mr. Camacho's unwarranted and inappropriate
7 sexual advances.

8 365. Mr. Camacho consistently massaged Plaintiff's shoulders in a suggestive and sexual
9 manner. On several occasions during Plaintiff's shifts, Mr. Camacho invited Plaintiff to go
10 outside and smoke marijuana with him. Plaintiff always declined.

11
12 366. This conduct, perpetrated by Plaintiff's superior, made Plaintiff feel violated, anxious,
13 and humiliated. Plaintiff dreaded being alone with Mr. Camacho as Plaintiff feared for her
14 own safety.

15 367. On various occasions, Mr. Landgrave, one of Defendant DOMINOIDS' delivery drivers,
16 would come up behind Plaintiff, brushing his stomach and groin area against Plaintiff's
17 buttocks.

18
19 368. Defendant DOMINOIDS knew or should have known of the harassing conduct Plaintiff
20 was forced to endure because Plaintiff expressed her concerns to Mr. Petrosian in a meeting
21 that occurred in approximately October 2019.

22
23 369. Rather than address Plaintiff's concerns, Defendant DOMINOIDS transferred Plaintiff
24 with no notice simply so Defendant DOMINOIDS could re-hire the primary perpetrator of
25 the sexual harassment Plaintiff was forced to endure.

26 370. This conduct on the part of Defendant DOMINOIDS was not indicative of a company
27 who cares about its employees, but rather indicative of conduct intended solely to harass.
28

1 371. Defendant DOMINOIDS failed to properly address the hostile work environment that
2 caused Plaintiff severe anxiety, stress, fear, and loss of sleep.

3 372. It was reasonably foreseeable that Defendant DOMINOIDS' breach of this duty would
4 result in Plaintiff suffering extreme emotional harm, manifesting in severe anxiety, stress,
5 fear, and loss of sleep.
6

7 373. As a direct and proximate result of Defendant DOMINOIDS' unlawful employment
8 practices, Plaintiff has suffered noneconomic damages including but not limited to anxiety,
9 stress, fear, and loss of sleep. Throughout her employment with Defendant DOMINOIDS,
10 Plaintiff was brought to tears on a regular basis.

11 374. Plaintiff suffered and continues to suffer severe stress and anxiety. Such severe stress
12 has greatly affected Plaintiff's sense of self-worth and has further affected Plaintiff's ability
13 to sleep.
14

15 375. But for Defendant DOMINOIDS' failure to observe and execute such duty, Plaintiff
16 would not have suffered anxiety, stress, depression, and loss of sleep, as well as a
17 diminished sense of self-worth and lack of trust for her superiors.
18

19 376. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

20 377. The acts and conduct of Defendants constitute "malice" (as that term is defined in
21 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
22 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
23 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
24 maliciously and oppressively and with the advance knowledge, conscious disregard,
25 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
26 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
27
28

an award of exemplary and punitive damages in an amount according to proof.

FIFTEENTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
Count One – Failure to Provide Meal Breaks and/or Rest Periods
(Against All Defendants)

378. Plaintiff hereby incorporates by reference each and all the allegations contained in all Paragraphs of this Complaint as though fully set forth within this Cause of Action.

379. To prove intentional infliction of emotional distress, a plaintiff must show: (1) extreme and outrageous conduct by the defendant with the intent or reckless disregard of the probability of causing the plaintiff emotional distress, (2) severe emotional distress suffered by the plaintiff, and (3) the defendant's extreme and outrageous conduct was the actual and proximate cause of the plaintiff's severe emotional distress. (*Crouch v. Trinity Christian Ctr. of Santa Ana, Inc.*, 39 Cal. App. 5th 995, 1007 (2019).)

380. A defendant's conduct is considered extreme and outrageous when it is so extreme as to exceed all bounds of decency. (*Id.*)

381. A defendant need not act with malicious or evil purpose for a plaintiff to prevail on a claim for intentional infliction of emotional distress. (*Id.* [citing *Hughes v. Pair* (2009) 46 Cal.4th 1035, 1051].)

382. Defendant DOMINOIDS' conduct as thoroughly alleged above was extreme and outrageous. The conduct of Defendant DOMINOIDS amounted to intentional infliction of emotional distress to Plaintiff because Defendant DOMINOIDS acted with reckless disregard for Plaintiff's well-being.

383. Defendant DOMINOIDS failed to provide Plaintiff with meal breaks and/or rest periods while requiring Plaintiff to work shifts in excess of eight (8) hours per day and forty (40)

1 hours per week yet instructed Plaintiff to clock out for breaks while continuing to work to
2 create the appearance that Defendant DOMINOIDS was abiding by California labor law.
3
4 384. Approximately 96% of the work Plaintiff performed was considered “off-the-clock”
5 work, meaning Plaintiff would be required to clock out to create the appearance of taking a
6 meal break and/or rest period and/or not working overtime, yet remaining on the floor to
7 perform her job.
8
9 385. Throughout Plaintiff’s employment with Defendant DOMINOIDS, Plaintiff did not
10 receive a single, uninterrupted meal break and/or rest period.
11
12 386. Defendant DOMINOIDS knew or should have known that requiring Plaintiff to work
13 shifts in excess of eight (8) hours per day and forty (40) hours per week would cause
14 Plaintiff severe emotional distress.
15
16 387. Defendant DOMINOIDS was aware of this unfavorable practice because Plaintiff raised
17 concerns relating to missed meal breaks and/or rest periods to Mr. Petrosian on several
18 occasions.
19
20 388. As a direct and proximate result of Defendant DOMINOIDS’ unlawful employment
21 practices, Plaintiff has suffered noneconomic damages including but not limited to severe
22 anxiety, stress, fear, and loss of sleep. Throughout her employment with Defendant
23 DOMINOIDS, Plaintiff was brought to tears on a regular basis.
24
25 389. As a further direct and proximate result of Defendant DOMINOIDS’ conduct, Plaintiff
26 suffered and continues to suffer severe anxiety, stress, fear, and loss of sleep. Such severe
27 emotional distress has caused Plaintiff to question her self-worth and distrust management.
28
390. As a result of Defendant DOMINOIDS’ conduct, Plaintiff was harmed.
391. The acts and conduct of Defendants constitute “malice” (as that term is defined in

1 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
2 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
3 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
4 maliciously and oppressively and with the advance knowledge, conscious disregard,
5 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
6 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
7 an award of exemplary and punitive damages in an amount according to proof.
8

9
10 **FIFTEENTH CAUSE OF ACTION**
11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
12 **Count Two – Harassment**
13 **(Against All Defendants)**

14 392. Plaintiff hereby incorporates by reference each and all the allegations contained in all
15 Paragraphs of this Complaint as though fully set forth within this Cause of Action.

16 393. To prove intentional infliction of emotional distress, a plaintiff must show: (1) extreme
17 and outrageous conduct by the defendant with the intent or reckless disregard of the
18 probability of causing the plaintiff emotional distress, (2) severe emotional distress suffered
19 by the plaintiff, and (3) the defendant's extreme and outrageous conduct was the actual and
20 proximate cause of the plaintiff's severe emotional distress. (*Crouch v. Trinity Christian*
21 *Ctr. of Santa Ana, Inc.*, 39 Cal. App. 5th 995, 1007 (2019).)
22

23 394. A defendant's conduct is considered extreme and outrageous when it is so extreme as to
24 exceed all bounds of decency. (*Id.*)
25

26 395. A defendant need not act with malicious or evil purpose for a plaintiff to prevail on a
27 claim for intentional infliction of emotional distress. (*Id.* [citing *Hughes v. Pair* (2009) 46
28 Cal.4th 1035, 1051].)

1 396. Defendant DOMINOIDS' conduct as thoroughly alleged above was extreme and
2 outrageous. The conduct of Defendant DOMINOIDS amounted to intentional infliction of
3 emotional distress to Plaintiff because Defendant DOMINOIDS acted with reckless
4 disregard for Plaintiff's well-being.
5

6 397. Defendant DOMINOIDS' conduct was extreme and outrageous in that Defendant
7 DOMINOIDS perpetuated and failed to address harassing conduct suffered by Plaintiff.
8

9 398. Beginning at the commencement of Plaintiff's employment at the Palm Avenue location
10 in 2018, Plaintiff became a direct victim of Mr. Camacho's unwarranted and inappropriate
11 sexual advances.

12 399. Mr. Camacho consistently massaged Plaintiff's shoulders in a suggestive and sexual
13 manner. On several occasions during Plaintiff's shifts, Mr. Camacho invited Plaintiff to go
14 outside and smoke marijuana with him.
15

16 400. This conduct, perpetrated by Plaintiff's superior, made Plaintiff feel violated, anxious,
17 and humiliated. Plaintiff dreaded being alone with Mr. Camacho as Plaintiff feared for her
18 own safety.

19 401. On various occasions, Mr. Landgrave, one of Defendant DOMINOIDS' delivery drivers,
20 would come up behind Plaintiff, brushing his stomach and groin area against Plaintiff's
21 buttocks.
22

23 402. Defendant DOMINOIDS was aware of this harassing conduct because Plaintiff directly
24 addressed the unwarranted sexual advances with Mr. Petrosian in a meeting that occurred in
25 approximately October 2019.
26

27 403. Rather than address Plaintiff's concerns, Defendant DOMINOIDS transferred Plaintiff
28 with no notice simply so Defendant DOMINOIDS could re-hire the primary perpetrator of

1 the sexual harassment Plaintiff was forced to endure.

2 404. This conduct on the part of Defendant DOMINOIDS was not indicative of a company
3 who cares about its employees, but rather indicative of conduct intended solely to harass.

4
5 405. As a direct and proximate result of Defendant DOMINOIDS' unlawful employment
6 practices, Plaintiff has suffered noneconomic damages including but not limited to severe
7 anxiety, stress, fear, and loss of sleep. Throughout her employment with Defendant
8 DOMINOIDS, Plaintiff was brought to tears on a regular basis.

9
10 406. As a further direct and proximate result of Defendant DOMINOIDS' conduct, Plaintiff
11 suffered and continues to suffer severe anxiety, stress, fear, and loss of sleep. Such severe
12 emotional distress has caused Plaintiff to question her self-worth and distrust management.

13 407. As a result of Defendant DOMINOIDS' conduct, Plaintiff was harmed.

14 408. The acts and conduct of Defendants constitute "malice" (as that term is defined in
15 California Civil Code § 3294(c)(1), in that it was intended by Defendants to cause injury to
16 Plaintiff or was despicable conduct which was carried on by Defendants with a willful and
17 conscious disregard of the rights or safety of Plaintiff. The acts of Defendants were done
18 maliciously and oppressively and with the advance knowledge, conscious disregard,
19 authorization, ratification or act of oppression, within the meaning of Civil Code § 3294.
20 The actions and conduct of Defendants were intended to cause injury to Plaintiff, justifying
21 an award of exemplary and punitive damages in an amount according to proof.
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PRAYER:

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. For compensatory and special damages according to proof at the time of trial;
2. For general damages according to proof at the time of trial;
3. For punitive and exemplary damages where allowed by law;
4. For prejudgment interest and interest pursuant to all applicable statutes, including California Labor Code § 218.6;
5. For attorneys' fees pursuant to the applicable statutes, including California Government Code § 12965(b), and California Labor Code §§ 218.5, 1194, and 2804;
6. For waiting time penalties in an amount according to proof;
7. For such other and further relief as the Court may deem just and proper.

Dated: October 8, 2021

SAN DIEGO BIZ LAW APC

By: /s/ Stefano Riznyk
Stefano Riznyk, Esq
Madeline Baker, Esq
Attorneys for Plaintiff

San Diego Biz Law, APC
4225 Executive Square, 6th Floor
La Jolla, CA 92037
Voice: 619.793.4827 / Fax 310.388.5933

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: October 8, 2021

SAN DIEGO BIZ LAW APC

By: /s/ Stefano Riznyk
Stefano Riznyk, Esq
Madeline Baker, Esq
Attorneys for Plaintiff

San Diego Biz Law, APC
4225 Executive Square, 6th Floor
La Jolla, CA 92037
Voice: 619.793.4827 / Fax 310.388.5933

1 **VERIFICATION**

2 STATE OF CALIFORNIA)
3) ss.
4 County of San Diego)

5 I, **PRINCESS SAMANO**, am a Plaintiff to this action, and hereby state that I have read
6 the foregoing **VERIFIED COMPLAINT** and know its contents. The matters stated in it are
7 true of my own knowledge except as to those matters which are stated on information and
8 belief, and as to those matters, I believe them to be true.

9 I certify and declare under penalty of perjury under the laws of the State of California
10 that the foregoing is true and correct.

11 EXECUTED this 8 day of October 2021 in San Diego, California.

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Princess Samano

EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 9, 2021

Steven Riznyk
4225 Executive Square, Suite 600
La Jolla, California 92037

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202106-13821309
Right to Sue: SAMANO / SO-CAL DOMINOID'S INC et al.

Dear Steven Riznyk:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 9, 2021

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202106-13821309
Right to Sue: SAMANO / SO-CAL DOMINOID'S INC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be made within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 9, 2021

PRINCESS SAMANO
1307 Imperial Beach Blvd
Imperial Beach, California 91932

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202106-13821309
Right to Sue: SAMANO / SO-CAL DOMINOID'S INC et al.

Dear PRINCESS SAMANO:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective June 9, 2021 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation pilot program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free voluntary mediation service. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free voluntary mediation service. A request for mediation must be submitted to the DFEH within 30 days of receipt of the Notice of Case Closure and Right to Sue. If mediation is requested, the employee is prohibited from filing a civil action until mediation is complete. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from DFEH's receipt of a mediation request under section 12945.21 until mediation is complete. To request DFEH Small Employer Family Leave Mediation, email DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758

(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711

<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

PRINCESS SAMANO

DFEH No. 202106-13821309

Complainant,

vs.

SO-CAL DOMINOID'S INC
6029 Bristol Pkwy
Culver City, California 90230

Luis Camacho
1735 N. First St., Ste. 245
San Jose, CA 95112

Jennifer Gomez
1798 North Garey Avenue
Pomona, CA 91767

Respondents

1. Respondent **SO-CAL DOMINOID'S INC** is an **employer SO-CAL DOMINOID'S INC** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Luis Camacho** individual as Co-Respondent(s).
Complainant is naming **Jennifer Gomez** individual as Co-Respondent(s).

3. Complainant **PRINCESS SAMANO**, resides in the City of **Imperial Beach**, State of **California**.

4. Complainant alleges that on or about **June 1, 2021**, respondent took the following adverse actions:

Complainant was harassed because of complainant's other, sexual harassment- hostile environment.

Additional Complaint Details: sexual battery; inappropriate statements, etc.

1 VERIFICATION

2 I, **Dion M Ruiz**, am the **Non-attorney advocate** in the above-entitled complaint. I
3 have read the foregoing complaint and know the contents thereof. The same is true
4 of my own knowledge, except as to those matters which are therein alleged on
information and belief, and as to those matters, I believe it to be true.

5 On June 9, 2021, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Diego, CA**

EXHIBIT B



PAGA NOTICE PURSUANT TO LABOR CODE SECTION 2699, et seq.

June 11, 2021

PAGA Administrator
PAGAfilings@dir.ca.gov

Re: *Princess Samano v. So-Cal Dominoids, Inc.*

Dear PAGA Administrator:

Our firm represents Princess Samano, individually and on behalf of all other current or former “aggrieved employees” (hereinafter referred to as “Plaintiffs”), who are current or former employees of So-Cal Dominoids, Inc., a California corporation, who were employed in California. Ms. Samano is a representative “aggrieved employee” within the meaning set forth by California Labor Code section 2699, et. seq. because So-Cal Dominoids, Inc. committed one or more of the following labor code violations against Ms. Samano within the applicable statute of limitation.

So-Cal Dominoids has violated and/or has caused to be violated, several Labor Code provisions, and is therefore liable for civil penalties under Labor Code section 2698, et. seq. We request that the California Labor & Workplace Development Agency (hereinafter referred to as “LWDA”) investigate the claims against it as set forth below.

Pursuant to Labor Code section 2699.3, this letter constitutes written notice of So-Cal Dominoids, Inc.’s various violations of the California Labor Code as well as our firm’s intent to recover statutory penalties under the California Labor Code’s Private Attorney General Act (“PAGA”) of 2004. So-Cal Dominoids, Inc. will be provided with this letter. Payment to pursue this PAGA action will be made via the online PAGA application portal upon submission of this letter.

INVOLVED ENTITY

So-Cal Dominoids, Inc. (hereinafter referred to as “Defendant” or “Dominoids”) is a registered and active California corporation, registered to do business in the State of California under California Secretary of State registration number 3421753. So-Cal Dominoids, Inc. is an entity conducting business as Domino’s Pizza. So-Cal Dominoids, Inc. provides pizza take-out and delivery services in various locations in Southern California and employs or has employed numerous employees, including Plaintiff.

SPECIFIC ALLEGATIONS

Ms. Samano was employed by Dominoids from approximately September 2018 until approximately June 2020. Samano was, at all times, a non-exempt employee, entitled to overtime compensation for hours worked in excess of eight (8) hours per day and forty (40) hours per week. She was likewise entitled to meal breaks and rest periods as provided by the California Labor Code.

Ms. Samano, as the representative aggrieved employee, worked more than eight (8) hours in a day and forty (40) hours in a week and was not properly compensated at a rate of overtime pay for overtime hours worked. On a typical day, she assisted customers; cooked and delivered food; and performed general upkeep of the store. Ms. Samano was often required to work more than eight (8) hours in a day. Although she routinely worked overtime, Ms. Samano was not compensated at a rate of overtime pay for hours worked in excess of eight (8) hours per day. Rather, she was compensated at her regular rate of pay.

Dominoids additionally failed to provide Ms. Samano required rest periods as required by the Labor Code. On several occasions Ms. Samano was reminded by Dominoids management that she was required to work through her breaks. On one occasion, Ms. Samano was reprimanded for taking a ten-minute rest period and was forced to return to work before the completion of her ten-minute rest period.

Ms. Samano further was not provided meal periods as required by California law. Similar to Dominoids' failure to provide rest periods, Ms. Samano was regularly reminded of the "store culture" which required her to work through breaks and meal periods. On occasions when Dominoids was very busy, Ms. Samano was instructed to clock out before the end of her fifth hour of work yet was expected to work through her meal break.

Finally, Dominoids failed to compensate Ms. Samano all wages earned and payable upon Ms. Samano's separation from the company. Based on the aforementioned facts, Dominoids is liable as set forth below.

STATUTORY VIOLATIONS

A. Failure to Pay Overtime Wages Pursuant to California Labor Code Sections 510 and 1198

Dominoids failed, refused, and/or neglected to compensate Ms. Samano and other similarly situated individuals all overtime wages earned. Dominoids failed to maintain a policy in which employees of Dominoids were compensated for all hours worked, including overtime. Specifically, although Dominoids employees routinely worked overtime hours, Dominoids failed to compensate its employees one and a half of such employee's regular rate of pay for overtime hours worked by forcing employees to work off the clock.

Pursuant to Labor Code Sections 200, 500, 510 and 1198, Defendant was required to compensate Ms. Samano, and other aggrieved employees, for all overtime hours worked at an overtime rate of pay. Throughout Ms. Samano's employment, Dominoids failed to properly compensate her for overtime hours worked as required by law. As a direct result, Ms. Samano and the other aggrieved employees have been damaged.

Pursuant to Labor Code Sections 200-204, 2 I 8.6, 226, 510, and 1194, and Civil Code Section 3289, Ms. Samano and other aggrieved employees, are entitled to recover unpaid overtime wages, interest, penalties, attorneys' fees, expenses, and costs of suit.

B. Failure to Provide Meal Periods Pursuant to California Labor Code Sections 226.7 and 512

Pursuant to California Labor Code Sections 226.7 and 512, and Industrial Welfare Commission Order 4-2001, Section 11, duty-free meal periods of no less than thirty (30) minutes are required for all non-exempt employees who work at least five (5) hours in a work period per day, except that if the employee's total work period per day is no more than (6) hours, the meal period may be waived by mutual consent of the employer and employee. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee, but only if the first meal period was not waived. Meal breaks must be recorded unless the meal period is taken when business operations have ceased. The meal periods are unpaid unless the employee is not fully relieved of all duties. However, an employer who fails to provide duty-free meal periods must pay the employee an additional one (1) hour regular pay for each day in which a duty-free meal period is not provided.

Ms. Samano and the other aggrieved employees were non-exempt employees. Dominoids failed to provide Ms. Samano and the other aggrieved employees with duty-free, mandatory thirty-minute meal breaks before reaching their fifth straight hour of work, in violation of the California Labor Code. Dominoids has further failed to compensate Ms. Samano and other aggrieved employees meal period premiums (one hour of compensation at a regular rate of pay).

At all times mentioned herein, Dominoids violated Labor Code Sections 226.7 and 512 by failing to provide Princess Samano and the other aggrieved employees with duty-free meal breaks in accordance with California Law. Accordingly, Ms. Samano and the other aggrieved employees seeks damages available pursuant to Labor Code Sections 226.7 and 512, plus interest pursuant to Labor Code Section 1194 and Civil Code Section 3289.

C. Failure to Provide Rest Periods Pursuant to California Labor Code Sections 226.7 and 512

Pursuant to California Labor Code Section 226.7 and Industrial Welfare Commission Order 4-2001, Section 12, employers must also provide non-exempt employees a ten-minute duty-free rest period for every four (4) consecutive hours worked. Rest periods need not be recorded. Duty-free rest periods must be compensated at an employee's regular rate of pay. An employer who fails to provide duty-free rest periods must pay the employee an additional one (1) hour of compensation at the employee's regular rate of pay for each day in which a duty-free rest period was not provided.

Ms. Samano was a non-exempt employee. Dominoids failed to provide Ms. Samano and other aggrieved employees with duty-free rest periods after four (4) consecutive hours worked. Dominoids therefore failed to provide mandated rest periods to Ms. Samano in violation of California's Labor Code. Dominoids further failed to pay Ms. Samano, or the other aggrieved employees rest period premiums.

Dominoids violated Labor Code Sections 226.7 and 512 by failing to provide Ms. Samano with duty-free rest periods in accordance with California law. Ms. Samano will seek damages available pursuant to Labor Code Sections 226.7 and 512, plus interest pursuant to Labor Code Section 1194 and Civil Code Section 3289.

D. Failure to Provide Accurate Wage Statements Pursuant to California Labor Code Section 226(a)

Labor Code Section 226(a) states, in part: "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

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

Further, Labor Code Section 226.3 states, in part: "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law."

Dominoids failed to provide Ms. Samano with wage statements that included an accurate itemized statement indicating gross wages earned, applicable hourly rates, and the number of hours worked at each hourly rate. The pay stubs that were provided to Ms. Samano did not include the accurate amount of overtime wages she or other aggrieved employees earned, or the number of hours she or other aggrieved employees worked at overtime hourly rates. Consequently, Dominoids' failure to provide accurate wage statements violated Labor Code Section 226(a).

Dominoids knowingly and intentionally failed to comply with Labor Code section 226(a) and is liable for damages owed to Ms. Samano and the other aggrieved employees as specified in Labor Code Section 226(e)(1). Dominoids is further liable for civil penalties as provided for in Labor Code Section 226.3.

E. Failure to Timely Compensate Wages Pursuant to California Labor Code Sections 204 and 210

Pursuant to Labor Code Section 204(a): "[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the first and fifteenth days, inclusive, of any calendar month shall be paid for between the sixteenth and the twenty-sixth day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the first and tenth day of the following month."

Dominoids routinely failed to pay Ms. Samano her earned overtime wages on paydays and as required by California Law, as stated above. Accordingly, Dominoids is liable for civil penalties under Labor Code Section 210 as follows: for any initial violation, one hundred (\$100) for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

F. Failure to Pay Employees Wages Owed Following Termination or Resignation of Employment Pursuant to Labor Code Sections 201-203

Certain of the aggrieved employees, including Ms. Samano, were either involuntarily or voluntarily discharged from employment with Dominoids. Accordingly, pursuant to Labor Code Sections 201-203, such employees, including Ms. Samano, are entitled to wages earned and unpaid at the time of discharge. Such discharged aggrieved employees were not provided their wages earned and unpaid at the time of discharge or within the time allotted by Labor Code Sections 201 and 202.

Dominoids committed the acts stated herein knowingly and willfully, and these discharged aggrieved employees are therefore entitled to waiting time penalties as provided by Labor Code Sections 201, 202, and 203.

G. Unlawful Violation of Labor Code Section 1199

Under Labor Code sections 1199(a), 1199(b), 1199(c), and 2699.5, et. seq., an employer who "requires or causes any employee to work for longer hours than those fixed" or "violates or refuses or neglects to comply with any provision of the Labor Code regarding employees' wages, hours, and working conditions," is subject to PAGA penalties. As described herein, Dominoids required Dominoids employees work hours in excess of eight (8) hours in a day and forty (40) hours in a week, thereby violating Section 1199(a). Dominoids further violated numerous provisions of the Labor Code pertaining to employee wages and hours, thereby violating Section 1199(b). Accordingly, Dominoids is liable for civil penalties pursuant to Labor Code section 2698, et. seq.

REQUEST TO THE LWDA

Dominoids has violated or caused to be violated a number of California wage and hour laws. Ms. Samano, acting in her individual capacity and on behalf of other aggrieved employees, respectfully requests that the Labor & Workforce Development Agency ("LWDA") investigate the alleged violations contained herein. Ms. Samano intends to bring a California Superior Court civil action on

her own behalf and in her representative capacity on behalf of other current or former aggrieved employees, for penalties pursuant to California Labor Code Sections 2699, et. seq. for Dominoids' violations of the various enumerated Labor Code Sections 201-204, 210, 218.6, 226.7, 226.8, 510, 512, 558, 558.1, 1194, 1194.2, and 1197.1.

If you have any questions or concerns regarding the above, please do not hesitate to contact my office. Thank you for your attention to this matter.

Very truly yours,

SAN DIEGO BIZ LAW APC

A handwritten signature in black ink, appearing to read 'Madeline', with a stylized flourish at the end.

Madeline Baker, Esq.