

JENNIFER SOLANO
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

March 7, 2023

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Solano v. Dominoids Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, Dominoids Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-203 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to, bonuses, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

2. Violated Labor Code §§ 226.7 and 512 by failing to pay me and other similarly situated aggrieved employees our meal and rest period premium pay at our regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's **regular rate** of compensation for each workday that the meal or rest or recovery period is not provided." Throughout our employment with the Company, other non-exempt employees and I earned non-discretionary remuneration, including, but not limited to bonuses. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our meal and rest period premium pay. However, whenever the Company paid me and other employees our meal and rest period premium pay during periods in which we earned this non-discretionary remuneration, the meal and rest period premium was always paid at our base rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid meal and rest break premiums and Labor Code § 226 by failing to accurately identifying the accurate rate of pay, and gross and net wages earned.

3. Violated Labor Code § 2802 as it failed to reimburse for the costs I and other aggrieved employees incurred in using our personal cell phones for work related purposes. Specifically, other aggrieved employees and I were required to use our cell phones for work-related purposes including communicating with one another regarding daily sales, bank

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deposits work place issues and meal breaks. The Company should have reimbursed us for the costs in connection therewith. However, the Company did not make any such reimbursements.

The address for the Company is:

Dominoids Inc.
6029 Bristol Parkway
Suite 200
Culver City, CA 90230

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,


Jennifer Solano (Mar 7, 2023 11:06 PST)

Jennifer Solano

cc: Dominoids Inc. (by certified mail)