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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Tanisha Moore, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
SAN DIEGO COUNTY

THIEU DINH, an individual,	)	CASE NO.: 37-2023-00032703-CU-OE-CTL
	)	
Plaintiff,	)	COMPLAINT FOR DAMAGES:
	)	
v.	)	1. FAILURE TO PAY WAGES
	)	2. FAILURE TO TIMELY FURNISH
INAILOLOGY SPA & BAR LLC; PHONG	)	ACCURATE ITEMIZED WAGE
NGUYEN, an individual; HANG NGUYEN, an	)	STATEMENTS
individual; and DOES 1 through 50, inclusive,	)	3. UNFAIR BUSINESS PRACTICES
	)	4. WAITING TIME PENALTIES PER
Defendants.	)	LABOR CODE §203
	)	5. MEAL AND REST PERIOD
	)	VIOLATIONS
	)	6. PRIVATE ATTORNEYS GENERAL
	)	ACT OF 2004 ("PAGA") PER LABOR
	)	CODE §2699, et seq.

[IMAGED FILE]

1 Plaintiff THIEU DINH, an individual (hereinafter “Plaintiff”) alleges as follows:

2 **GENERAL ALLEGATIONS**

3 The public policy of California declares:

4 It is the public policy of this state to vigorously enforce minimum labor standards in
5 order to ensure employees are not required or permitted to work under substandard
6 unlawful conditions or for employers that have not secured the payment of compensation
7 and to protect employers who comply with the law from those who attempt to gain a
8 competitive advantage at the expense of their workers by failing to comply with
9 minimum labor standards.

10 (Labor Code §90.5 subd. (a).)

11 Despite this clear mandate, DEFENDANTS blatantly violated the California Labor Code
12 and the Industrial Welfare Commission (“IWC”) Wage Orders. Defendants willfully failed to
13 pay all mandated minimum and overtime wages, failed to provide meal and rest periods and
14 failed to pay them meal and rest period premiums, paid the employees in cash under the table,
15 and failed to provide and maintain proper employee records to their employees.

16 1. This lawsuit is brought in response to the Defendants’ refusal to pay Plaintiff and
17 the other aggrieved employees all wages and premium wages that they earned during their
18 employment with Defendants, failed to fully relieve them of their duties during their meal and
19 rest periods, failed to provide them with proper records, among other Labor Code violations.

20 2. The acts complained of herein have occurred within the time period from four (4)
21 years preceding the filing of the original Complaint herein (hereinafter, the “Relevant Time
22 Period”).

23 **JURISDICTION AND VENUE**

24 3. The Superior Court of the State of California for the County of San Diego has
25 jurisdiction over this case due to the fact that some of the alleged violations (a) of California
26 Labor Code (i.e. §§ 200 et seq.), (b) California Business and Professions Code §§ 17200 et seq.
27 and (c) related common law violations occurred in the County of San Diego.
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4. Venue is proper in Central Division of San Diego County Superior Court pursuant to Code of Civil Procedure §395(a) and §395.5, because *inter alia*, (a) the Defendants' and Defendant corporation's businesses are situated in this County and liabilities claimed occurred in this County, and (b) complaints regarding such issues may be filed in the Central Division.

PARTIES

5. Plaintiff THIEU DINH is an individual over the age of eighteen (18) and was an employee of Defendants during the last 4 years.

6. Plaintiff is informed and believes that Defendant INAILOLOGY SPA & BAR LLC is a California Limited Liability Company that owns and operates iNailology Spa & Bar, and at all times mentioned herein operated its businesses within the jurisdiction of this Court.

7. Plaintiff is informed and believes that Defendant PHONG NGUYEN is an individual who during the relevant time period has owned, managed and operated and continues to own, manage and operate INAILOLOGY SPA & BAR LLC, and who at all times mentioned in this Complaint herein resided within the jurisdiction of this Court. It is believed that PHONG NGUYEN transferred iNailology Spa & Bar to INAILOLOGY SPA & BAR LLC. PHONG NGUYEN was and remains a person acting on behalf of INAILOLOGY SPA & BAR LLC, on information and belief as the owner, member, managing agent, and director of INAILOLOGY SPA & BAR LLC, who violated and/or who caused to violate various Labor Code sections and other provisions regulating hours and days of work established by the Industrial Welfare Commission of the State of California rendering him individually liable pursuant to Labor Code Sections 558, 558.1, 1197.1, and 2699 et. seq. In addition, PHONG NGUYEN is an officer, director, and person acting either individually or as a managing agent, who paid or caused to be paid the Plaintiff and the other aggrieved employees a wage less than the minimum, regular, and/or overtime rate of pay under the law, failed to relieve them of duties during their meal and

1 rest periods, and failed to provide accurate records, or by an order of the commission and is
2 therefore subject to a civil penalty, restitution of wages payable to the employee, and any
3 applicable wages, damages and penalties plus fees and costs imposed pursuant to Labor Sections
4 203, 558, 558.1, and 2699 et. seq.

5
6 8. Plaintiff is informed and believes that Defendant HANG NGUYEN is an
7 individual who during the relevant time period has owned, managed and operated and continues
8 to own, manage and operate INAILOLOGY SPA & BAR LLC, and who at all times mentioned
9 in this Complaint herein resided within the jurisdiction of this Court. It is believed that HANG
10 NGUYEN transferred iNailology Spa & Bar to INAILOLOGY SPA & BAR LLC. HANG
11 NGUYEN was and remains a person acting on behalf of INAILOLOGY SPA & BAR LLC, on
12 information and belief as the owner, member, managing agent, and director of INAILOLOGY
13 SPA & BAR LLC, who violated and/or who caused to violate various Labor Code sections and
14 other provisions regulating hours and days of work established by the Industrial Welfare
15 Commission of the State of California rendering him individually liable pursuant to Labor Code
16 Sections 558, 558.1, 1197.1, and 2699 et. seq. In addition, HANG NGUYEN is an officer,
17 director, and person acting either individually or as a managing agent, who paid or caused to be
18 paid the Plaintiff and the other aggrieved employees a wage less than the minimum, regular,
19 and/or overtime rate of pay under the law, failed to relieve them of duties during their meal and
20 rest periods, and failed to provide accurate records, or by an order of the commission and is
21 therefore subject to a civil penalty, restitution of wages payable to the employee, and any
22 applicable wages, damages and penalties plus fees and costs imposed pursuant to Labor Sections
23 203, 558, 558.1, and 2699 et. seq.

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25
26 9. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Complaint
27 were licensed to do business and/or actually doing business in the State of California. Plaintiff
28

1 does not know the true names or capacities, whether individual, partner or corporate, of DOES 1
2 to 50, inclusive and for that reason, DOES 1 to 50 are sued under such fictitious names pursuant
3 to California Code of Civil Procedure (“CCP”) §474. Plaintiff will amend this Complaint to
4 allege such names and capacities as soon as they are ascertained.
5

6 10. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
7 inclusive, are former co-employers and/or joint employers of Plaintiff.

8 11. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
9 inclusive, are successors in interest to Defendants or are otherwise obligated to pay Plaintiff the
10 wages due and owing to them, e.g. by way of statute, common law, quantum meruit, express
11 written contract, implied in fact contract, or by way of common counts such as money had and
12 received. Plaintiff reserves the right to augment the foregoing allegations to more clearly set
13 forth this Defendant’s liability as discovery progresses and reveals the same.
14

15 12. Plaintiff is informed and believes, and based upon such information and belief
16 alleges that the Defendants, and each of them, are now and/or at all times mentioned in this
17 Complaint were in some manner legally responsible for the events, happenings and
18 circumstances alleged in this Complaint.

19 13. Plaintiff is further informed and believes, and based upon such information and
20 belief alleges, that at all times herein mentioned, all Defendants, and each of them, were and are
21 the agents, servants, employees, joint venturers, and/or partners of each of the other Defendants,
22 and were, at all such times, acting within the course and scope of said employment and/or
23 agency; furthermore, that each and every Defendant herein, while acting as a high corporate
24 officer, director and/or managing agent, principal and/or employer, expressly directed, consented
25 to, approved, affirmed and ratified each and every action taken by the other co-Defendants, as
26 herein alleged and was responsible in whole or in part for the matters referred to herein.
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1 14. Plaintiff is further informed and believes, and based upon such information and
2 belief alleges, that at all times herein mentioned, Defendant, and each of them, proximately
3 caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
4 damages alleged in this Complaint.

5
6 15. Plaintiff is further informed and believes, and based upon such information and
7 belief alleges, that at all times herein mentioned, Defendants, and each of them were co-
8 employers and/or joint employers of Plaintiff.

9 16. Defendants, and each of them, are now and/or at all times mentioned in this
10 Complaint were members of and/or engaged in a joint venture, partnership and common
11 enterprise, and were acting within the course and scope of, and in pursuit of said joint venture,
12 partnership and common enterprise and, as such were co-employers and/or joint employers of
13 Plaintiff.
14

15 17. Defendants, and each of them, at all times mentioned in this Complaint concurred
16 with, contributed to, approved of, aided and abetted, condoned and/or otherwise ratified the
17 various acts and omissions of each and every one of the other Defendants in proximately causing
18 the complaints, injuries and/or damages alleged in this Complaint.

19 18. Plaintiff is informed and believes and thereon alleges that at all times herein
20 mentioned, some of the Defendants DOES 1 through 50, Inclusive, were the *alter egos* of the
21 named Defendants. Plaintiff is informed and believes and thereon alleges that there exists such a
22 unity of interest and ownership between the named Defendants and DOES 1 through 50, that the
23 individuality and separateness of the named Defendants and DOES 1 through 50 has ceased to
24 exist. The business affairs of named Defendants and DOES 1 through 50, are, and at all times
25 relevant hereto were, so mixed and intermingled that the same cannot reasonably be segregated,
26 and the same are in inextricable confusion. Defendants, and at all times relevant hereto, used
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1 each other as a mere shell and conduit for the conduct of certain of Defendants' affairs. The
2 recognition of the separate existence of Defendants would not promote justice, in that it would
3 permit Defendants to insulate themselves from liability to Plaintiff. Accordingly, the named
4 Defendants constitute the *alter ego* of Defendants DOES 1 through 50, and the fiction of their
5 separate existence must be disregarded.
6

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES**

9 **(Against all Defendants)**

10 19. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
11 section as though fully set forth herein.

12 20. Plaintiff was an "employee" of Defendants (as defined by section 350 of the
13 Labor Code) but Defendants failed to pay Plaintiff and the other aggrieved employees all wages
14 earned for all hours worked. Plaintiff and the other aggrieved employees were employed as
15 receptionists and nail and beauty stylists.
16

17 21. Pursuant to Labor Code section 1197 and San Diego Municipal Code §39.0107,
18 payment of less than the minimum wage fixed by the commission is unlawful.

19 22. During the entire period of time that Plaintiff and the other aggrieved employees
20 were employed by Defendants, and for the four (4) years preceding the filing of this lawsuit,
21 Defendants were required to compensate them at least at the minimum wage, but failed to carry
22 out their duties and responsibilities as an employer imposed under the laws and regulations of the
23 State of California and violated the law by failing to pay Plaintiff and the other aggrieved
24 employees a minimum wage for all hours worked pursuant to all applicable wage orders and in
25 accordance with Labor Code sections 200, 226, 500, 510, 558.1, 1194, 1194.2, and 1197, and
26 San Diego Municipal Code §39.0107.
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1 23. Defendants regularly failed to pay Plaintiff and the other aggrieved employees all
2 of the wages that they earned. Specifically, Defendants require Plaintiff and the other aggrieved
3 employees to work on average at least 9.5 hours per day, six to seven days per week, that is, at
4 least on average at least 57 to 66.5 hours per week, intentionally failing to pay them for all hours
5 worked (“wage theft”), where Defendants pay the employees part in check and part in cash under
6 the table in amounts that do not cover all of the employees’ wages earned, thus causing them to
7 not receive at least the minimum, regular, and/or overtime wage for all of their hours worked.
8 Further Defendants have failed to pay Plaintiff and the other aggrieved employees anything for
9 their first week of work because they were on trial, thus causing further minimum wage
10 violations.
11

12 24. In violation of state law, Defendants have knowingly and willfully refused to
13 perform their obligations to compensate Plaintiff and the other aggrieved employees for
14 minimum and regular wages earned and all hours worked. As a direct result, Plaintiff and the
15 other aggrieved employees have suffered, and continue to suffer, substantial losses related to the
16 use and enjoyment of such unpaid wages, lost interest on such wages, costs and attorneys’ fees in
17 seeking to compel Defendants to fully perform its obligation under state law, all to their damage
18 in amounts according to proof at the time of trial, but in amounts in excess of the minimum
19 jurisdiction requirement of this Court. Defendants committed the acts alleged herein knowingly
20 and willfully, with wrongful and deliberate intent.
21

22 25. Defendants’ conduct described herein violates Labor Code sections 200, 226, 500,
23 510, 558, 558.1, 1194, 1194.2, 1197, and 1197.1 and San Diego Municipal Code §39.0107. As a
24 proximate result of the aforementioned violations, Plaintiff and the other aggrieved employees
25 have been damaged in an amount according to proof at the time of trial, but in an amount in
26 excess of the minimum jurisdiction requirement of this Court. Therefore, pursuant to Labor
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28

1 Code sections 200, 203, 226, 558, 558.1, 1194, 1194.2, 1197, and 1197.1 and San Diego
2 Municipal Code §39.0107, Plaintiff is therefore entitled to recover the unpaid balance of
3 minimum wages and damages for minimum wage violations, including but not limited to LC
4 1194.2 liquidated damages in an amount to be proven at trial, plus interest, penalties, attorneys'
5 fees, expenses, and costs of suit.

6
7 26. Pursuant to Labor Code §200, "wages" includes all amounts for labor performed
8 by employees of every description, whether the amount is fixed or ascertained by the standard of
9 time, task, piece, commission basis, or other method of calculation.

10 27. Plaintiff and the other aggrieved employees have not been paid for all of their
11 hours worked at least at their regular rate of pay and are thus entitled to their earned unpaid
12 wages in an amount to be proven at trial, plus interest, penalties, attorneys' fees and costs.

13
14 28. Under California law, including but not limited to, Labor Code sections 200, 226,
15 500, 510, 558, 558.1, and 1198, Defendants were required to compensate Plaintiff and the other
16 aggrieved employees for all overtime, which is calculated at one and one-half (1.5) times the
17 regular rate of pay for hours worked in excess of forty (40) per week or after eight (8) in one day,
18 and double time (2) times the regular rate of pay for hours worked on the seventh consecutive
19 work day, or after twelve (12) hours in any workday.

20
21 29. Plaintiff and the other aggrieved employees are or were non-exempt employees
22 entitled to overtime pay under California law, including but not limited to Labor Code sections
23 200, 226, 500, 510, 558, 558.1, 1194 and 1198. Throughout Plaintiff's employment, Defendants
24 required Plaintiff and the other aggrieved employees to work on average at least 9.5 hours per
25 day, six to seven days per week, that is, at least on average at least 57 to 66.5 hours per week,
26 intentionally failing to pay them for all hours worked ("wage theft"), where Defendants pay the
27 employees part in check and part in cash under the table in amounts that do not cover all of the
28

1 employees' wages earned, thus causing them to not receive at least the minimum wages, much
2 less their overtime wages for their overtime hours worked.

3 30. Under the applicable wage orders, statutes and regulations, Plaintiff and the other
4 aggrieved employees are entitled to one and one-half (1.5) times and double their regular rate of
5 pay for overtime work performed during the entire course of their employment with Defendants.
6

7 31. As a direct result, Plaintiff and the other aggrieved employees have suffered
8 substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
9 and expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligation
10 under state law, all to their respective damage in amounts according to proof at the time of trial,
11 but in amounts in excess of the jurisdiction of this Court. Defendants committed the acts alleged
12 herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff,
13 from improper motives amounting to malice, and in conscious disregard of Plaintiff's rights.
14 Plaintiff is thus entitled to recover nominal, actual, compensatory damages in amounts according
15 to proof at the time of trial, but in amounts in excess of the jurisdiction of this Court.
16

17 32. Defendants' conduct described herein violates Labor Code sections 200, 226, 500,
18 510, 558, 558.1, 1194, 1198, and 1197.1. As a proximate result of the aforementioned
19 violations, Plaintiff has been damaged in an amount according to proof at the time of trial, but in
20 an amount in excess of the jurisdiction of this Court. Therefore, pursuant to Labor Code sections
21 200, 203, 226, 558, 558.1, 1198, and 1194, Plaintiff is entitled to recover the unpaid balance of
22 overtime compensation Defendants owe to Plaintiff in an amount to be proven at trial, plus
23 interest, penalties, attorneys' fees, expenses, and costs of suit.
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1 in irreparable injury to members of the general public, including, but not limited to Plaintiff and
2 the other aggrieved employees, who are current and former employees of the Defendants, and for
3 which there is no adequate remedy at law. Thus, Plaintiff requests that the Court issue a
4 preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing
5 conduct.
6

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES UPON SEPARATION OF EMPLOYMENT**

9 **WAITING TIME PENALTIES PURSUANT TO LABOR CODE §203**

10 **(Against all Defendants)**

11 42. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
12 section as though fully set forth herein.
13

14 43. Defendants failed to pay Plaintiff and the other aggrieved employees all earned
15 wages upon the separation of their employment with Defendants in violation of Labor Code
16 sections 201 and 202, including but not limited to, overtime, minimum, regular, and meal and
17 rest period premium wages.

18 44. Defendants' failure to pay Plaintiff and the other aggrieved employees all wages
19 due was willful and done with malice. Plaintiff and the other aggrieved employees are therefore
20 entitled to penalties pursuant to Labor Code §203, and pursuant to §§ 558, 558.1, plus attorneys'
21 fees and costs.
22

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1 **FIFTH CAUSE OF ACTION**

2 **MEAL AND REST PERIOD VIOLATIONS**

3 **LABOR CODE §§ 226.7 and 512**

4 **(Against all Defendants)**

5
6 45. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
7 section as though fully set forth herein.

8 46. Under California Labor Code sections 226.7, 512 and California Wage Orders,
9 Off Duty Meal Periods of 30 minutes are required for all non-exempt employees who work at
10 least 5 hours in a shift, except that when a work period of not more than 6 hours will complete
11 the day's work then the meal period may be waived by mutual consent of the employer and
12 employee. Time records of meal periods must be kept except that meal periods during which
13 operations cease need not be recorded. Employers must provide non-exempt employees 2 Off
14 Duty Rest Periods of 10 minutes each in a normal 8 hour shift. Rest Periods need not be
15 recorded. The Meal Periods are unpaid unless the employee is not fully relieved of all duties.
16 Rest Periods must be paid. An employer who fails to provide off duty meal and rest periods
17 (breaks) must pay the employee an additional 1 hour regular pay for each category of break not
18 provided in a work day.
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21 47. At all times mentioned herein, Defendants violated Labor Code sections 226.7
22 and 512 by refusing to allow Plaintiff and the other aggrieved employees to be fully relieved of
23 their duties during their meal and rest periods. Defendants did not allow Plaintiff and the
24 aggrieved employees to be fully relieved of their duties during their meal and rest periods, and
25 were required to work through them since, for instance, there was no one to cover them at the
26 store location, and thus had to remain working at the store location in the event customers
27 arrived or called, and to complete their duties.
28

1 48. Accordingly, Plaintiff seeks damages available pursuant to the Labor Code,
2 including but not limited to Labor Code sections 226.7, 512, 558, and 558.1 in an amount proven
3 at trial, plus interest, penalties, fees, and costs.
4

5 **SIXTH CAUSE OF ACTION**

6 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)**

7 **PER LABOR CODE §2699, et seq.**

8 **(Against All Defendants)**

9 49. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
10 section as though fully set forth herein.
11

12 50. On or about May 22, 2023, pursuant Labor Code sections 2699(a) and 2699.3,
13 Plaintiff, through his counsel, provided notice in writing by online submission to the California
14 Labor Workforce Development Agency (“LWDA”) and via certified US Mail to Defendants and
15 each of them, that Plaintiff intended to assert a PAGA claim pursuant to section 2699(a) on his
16 own behalf, and in a representative capacity on behalf of other aggrieved employees of
17 Defendants, for Defendants’ violations of specified provisions of the California Labor Code. See
18 Exhibit 1 attached to this Complaint. The LWDA did not respond within 65 days.
19

20 51. As a result, Plaintiff has perfected his right to sue Defendants in a civil action, and
21 to collect statutory penalties, pursuant to Labor Code section 2699.3(a)(2)(A)(1) on behalf of all
22 aggrieved employees (PAGA Employees).
23

24 52. As a result of the acts alleged throughout this Complaint, Plaintiff brings this
25 action on his own behalf, and in a representative capacity on behalf of other current or former
26 aggrieved employees (PAGA Employees), for penalties pursuant to California Labor Code
27 section 2699 for Defendants’ violations of the enumerated Labor Code sections, including, but
28 not limited to sections 200, 201, 202, 203, 210, 216, 220, 221, 222, 223, 224, 225.5, 226, 226.3,

1 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1175, 1194, 1194.2,
2 1197.1, 1198, 1198.5, 1199, 1770-1781, and 2802.

3
4 53. Pursuant to California Labor Code section 2699, Plaintiff and PAGA Employees
5 are entitled to be awarded twenty-five (25%) percent of all penalties due under California law, in
6 addition to interest, attorney's fees and costs.

7
8 54. The Court should award seventy-five (75%) percent of all penalties due under
9 California law to the State of California.

10 55. Plaintiff, on behalf of the State of California and the aggrieved employees,
11 therefore seeks to recover from Defendants, and each of them, allowable damages and civil
12 penalties for the violations claimed above regarding Plaintiff's claims, plus interest, costs, and
13 attorneys' fees, plus civil penalties regarding the other aggrieved employees' claims in an
14 amount according to proof at trial, in accordance with Labor Code sections 2699, *et seq.*

15
16 56. Labor Code Section 558 states that "[a]ny employer or *other person* acting on
17 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the Industrial Welfare Commission
19 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
20 each underpaid employee for each pay period for which the employee was underpaid in addition
21 to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
22 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
23 was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
24 recovered pursuant to this section shall be paid to the affected employee. The Section goes on to
25 state that "[t]he civil penalties provided for in this section are in addition to any other civil or
26 criminal penalty provided by law."
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57. Labor Code Section 558.1(a) provides in pertinent part: “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

58. Defendants violated/violate, or caused/causes to be violated, multiple sections of the Labor Code as well as provisions regulating hours and days of work in any order of the Industrial Welfare Commission including those requiring payment of minimum and regular wages and payment of overtime wages, meal and rest periods, records violations, as set forth in detail throughout this Complaint.

59. Accordingly, Plaintiff is also entitled to recovery of wages, premium wages, damages, and penalties pursuant to Labor Code Sections 558 and 558.1.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For compensatory damages, including but not limited to, those pursuant to Labor Code §§ 200, 201, 203, 218, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 246, 350-356, 500, 510, 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197.1, 1198, 1198.5, 1770-1781, 2802, 2699, et seq., California Wage Orders, and other statutes and laws;

2. For pre-judgment interest pursuant to all applicable statutes including but not limited to, Labor Code §§218.6, et seq., loss of earnings damages, and pursuant to Civil Code §§ 3287(b) and 3289;

3. For penalties pursuant to Labor Code §§ 203, 225.5, 226, 226(f) and 1198.5, 226.3, 226.7, 246, 350-356, 98.6, 1102.5, 512, 558, 558.1, 1174.5, 1194.2, 1197.1, 2802, civil penalties pursuant to section 2699, et seq., 1102.5, and other statutes and laws;

4. For all damages available pursuant to all applicable sections of the Labor Code;
5. For injunctive relief pursuant to Labor Code §226(h);
6. For an award of reasonable attorneys' fees and costs;
7. For restitution of all monies due to Plaintiff and disgorged profits from the unlawful business practices of Defendants;
8. For all remedies available pursuant to Business and Professions Code section 17200 et seq.;
9. For all other appropriate injunctive, declaratory and equitable relief;
10. For interest to the extent permitted by law; and
11. For such other and further relief as the Court may deem proper.

Dated: August 1, 2023


Rodolfo Ruiz-Velasco, Esq.
Attorneys for Plaintiff,
Thieu Dinh

EXHIBIT 1

RUIZ-VELASCO LAW FIRM

May 22, 2023

Via Electronic Submission

California Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

By Certified Mail

Mr. Phong Nguyen
Mrs. Hang Nguyen
iNailology Spa & Bar LLC
3076 Fifth Ave
San Diego, CA 92103

Via email

William L. Miltner, Esq.
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Miltner & Menck, APC
402 West Broadway, Suite 960
San Diego, CA 92101
bill@miltnerlaw.com
autumn@miltnerlaw.com

Attorneys for Defendants/Employers

Re: **Dinh v. iNailology Spa & Bar LLC, et al.**

To Whom It May Concern:

We represent Thieu Dinh individually and on behalf of all other individuals (collectively “Plaintiffs”) who are either former or current employees of iNailology Spa & Bar LLC, a California Limited Liability Company, and its owners, officers, and managing agents Phong Nguyen and Hang Nguyen (collectively “Defendants”). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendants’ Labor Code violations and of our client’s intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3, and to their attorneys via email.

Plaintiffs were employed by Defendants as receptionists and nail and beauty stylists for iNailology Spa & Bar.

Plaintiffs are regularly required to work on average at least 9.5 hours per day x 6 to 7 days per week, that is, at least on average at least 57 to 66.5 hours per week, without receiving payment for all hours worked, thus causing minimum wage, regular wage, and overtime wage violations (“wage theft”). Specifically, Defendants pay the employees part in check and part in cash in amounts that do not cover all of the employees’ wages earned, thus causing minimum, regular, and overtime wage violations, and they fabricate the time records to show much less hours worked by the employees (“wage theft”). Further, to date, Defendants have failed to pay anything for Mr. Dinh’s first week of work because he was on trial, thus causing further minimum wage violations.

Defendants fail to fully relieve Plaintiffs from meal and rest periods and regularly require Plaintiffs to work through their meal and rest periods but fail to pay them any premiums for their on-duty meal and rest periods. Specifically, Plaintiffs are not fully relieved of their duties during their meal and rest periods because Defendants require them to work through their meal and rest periods, and even if they were allowed, they are not able to because they would not be able to complete their required tasks and no one would be able to cover them at the store. As a result, Plaintiffs are owed meal and rest period premium wages, plus interest and penalties.

Defendants have failed to provide paycheck statements with accurate wages earned, wages paid, meal and rest period premium gross wages earned, all deductions, all net premium wages earned, and the name and address of the legal entity of the employer as required by Labor Code Section 226. Defendants fail to maintain accurate time records showing all hours worked by the Plaintiffs in violation of Labor Code Sections 1174.

Plaintiffs were not paid all of their premium and other wages owed at the time of their separation of work in violation of LC §§ 203 and 204.

Hang Nguyen and Phong Nguyen as the owners, officers, directors, and/or managing agents of iNailology Spa & Bar, LLC are jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 98.6, 1102.5, 1197.1, and others.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodolfo Ruiz-Velasco', with a stylized, flowing script.

Rodolfo Ruiz-Velasco, Esq.