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Assigned for All Purposes:
Judge David A. Hoffer
Dept. CX103

Attorneys for Plaintiff SHERIDAN BAILEY, as a representative of the State of California and Labor and Workforce Development Agency, and on behalf of himself and other current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

SHERIDAN BAILEY, as a designated
Private Attorney General, pursuant to the
Private Attorney General Act

Plaintiff,

v.

DUNKLEMAN, INC.; and DOES 1
through 50, inclusive,

Defendant.

Case No.: 30-2026-01553243-CU-OE-CXC

REPRESENTATIVE ACTION

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Keep Accurate Payroll Records and Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Indemnify for Expenditures or Losses in Discharge of Duties.

1 Plaintiff SHERIDAN BAILEY (“Plaintiff” or “Ms. Bailey”), as a representative of the
2 State of California and the Labor and Workforce Development Agency (“LWDA”), complains
3 and alleges as follows:

4 **INTRODUCTION**

5 1. This is an action brought on behalf of the State of California as a Private Attorney
6 General pursuant to the Private Attorney general Act (2004), and more specifically, Labor code
7 section 2698 et seq. as a result of one or more of the violations alleged herein by Defendant
8 DUNKLEMAN, INC. (“Defendant”). The term “RELEVANT TIME PERIOD” or “TIME
9 PERIOD” is defined as one (1) year plus sixty-five (65) days prior to the filing of this complaint.
10 Plaintiff as a Private Attorney General reserve the right to amend this complaint to reflect a
11 different “Time Period” as further discovery is conducted. The term “Aggrieved Employee(s)”
12 shall mean Defendant’s non-exempt hourly employees that worked in California during the
13 RELEVANT TIME PERIOD.

14 2. Plaintiff, on behalf of the State of California as a Private Attorney general, seeks
15 relief against Defendant for (1) failing to pay Plaintiff and Aggrieved Employees for all hours
16 worked; (2) failing to provide Plaintiff and Aggrieved Employees with meal periods or premium
17 compensation in lieu thereof; (3) failing to provide Plaintiff and Aggrieved Employees with rest
18 periods or premium compensation in lieu thereof; (4) failing to provide Plaintiff and Aggrieved
19 Employees with accurate payroll records and provide accurate itemized wage statements; (5)
20 failing to pay Plaintiff and Aggrieved Employees all wages due upon termination of employment;
21 and (6) failing to reimburse Plaintiff and Aggrieved Employees for all necessary expenditures
22 and losses incurred in furtherance of their job duties.

23 3. At all relevant times herein, Defendant has consistently maintained and enforced
24 the following unlawful policies and practices against Plaintiff:

25 (a) Willfully refusing to pay all hours worked, including both
26 minimum and overtime wages;

27 (b) Willfully refusing to permit off-duty meal periods or providing
28 compensation in lieu thereof;

1 (c) Willfully refusing to permit rest periods or providing compensation
2 in lieu thereof;

3 (d) Willfully refusing to furnish accurate itemized wage statements
4 upon payment of wages;

5 (e) Willfully refusing to pay all wages due upon separation of
6 employment; and

7 (f) Willfully refusing to pay for expenditures or losses in the discharge
8 of their duties.

9 **JURISDICTION AND VENUE**

10 4. This Court has subject matter jurisdiction over the causes of action alleged in this
11 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
12 excluded from exercising subject matter jurisdiction over said causes of action.

13 5. Venue is proper in the County of Orange, because the Defendant maintains its
14 location and transact business in this county, the obligations and liability arise in this county, and
15 work performed by Plaintiff and Aggrieved Employees that forms the subject of this action
16 occurred in this county.

17 6. Plaintiff is a resident of and/or domiciled in the County of Orange, State of
18 California.

19 7. Further, there is no federal question at issue as the issues herein are based solely on
20 California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
21 Professions Code, and California Rules of Court.

22 **THE PARTIES**

23 **A. Plaintiff**

24 8. Plaintiff began her employment with Defendant in or around August 2021, as a
25 crew member at Defendant's restaurant through December 2025. Throughout the relevant time
26 period, Plaintiff was always paid an hourly wage and was deemed a non-exempt hourly
27 employee by Defendant. Plaintiff is accordingly entitled to compensation for all hours worked,
28 overtime compensation, premium pay, business expense reimbursements, and penalties from

1 Defendant.

2 **B. Defendant**

3 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a
4 company that owns and operates a fast-food franchise in the state of California, County of Orange.
5 On information and belief, and based thereon, Plaintiff alleges that Defendant is conducting
6 business in good standing in California, at all times herein mentioned, has regularly conducted
7 business throughout the State of California, including Orange County.

8 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
9 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
10 inclusive, but on information and belief alleges that said Defendants are legally responsible for
11 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
12 capacities of the DOE Defendants when ascertained.

13 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
14 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
15 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
16 attributable to the other Defendant. Furthermore, Defendants operate as a joint venture and/or
17 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
18 joint employers and conspire with one another to increase profits by engaging in the conduct
19 described in this complaint.

20 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
21 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
22 managing agent, and/or principal of the co-Defendant, and in performing the actions mentioned
23 below was acting, at least in part, within the course and scope of that authority as such agent,
24 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
25 the permission and consent of the co-Defendant. Plaintiff also alleges the acts of each Defendant
26 are legally attributable to the other Defendant.

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14. Prior to filing this complaint, on December 30, 2025, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA on December 30, 2025, is attached hereto as **Exhibit A**.

15. More than sixty-five (65) days have passed since Plaintiff submitted her December 30, 2025, notice to the LWDA and Defendant of the specific alleged Labor Code violations and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendant's intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard to her December 30, 2025, PAGA notice.

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California. Defendant wrongfully refused to provide Plaintiff and Aggrieved Employees with regular wages, overtime compensation, business expense reimbursements, and other statutory benefits mandated by California.

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1 17. Throughout the Relevant Time Period, Defendant employed Plaintiff and
2 Aggrieved Employees in non-exempt positions throughout its California locations. Accordingly,
3 these positions remain non-exempt from California's wage and hour laws, yet Defendant fail to
4 pay overtime, provide meal and rest breaks and otherwise pay all wages due to these non-exempt
5 employees as required by law.

6 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
7 policies and practices described herein are common across each of Defendant's locations within
8 the State of California.

9 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant
10 instituted a policy and practice against its employees wherein minimum wage and overtime wages
11 due were not paid in compliance with California law. Specifically, Plaintiff and Aggrieved
12 Employees were obligated to perform pre and post shift work off the clock in addition Defendant
13 requiring employees to maintain their uniforms off-the-clock. Accordingly, Plaintiff and
14 Aggrieved Employees were not compensated all minimum and overtime wages for all hours they
15 were subjected to Defendant's control. Plaintiff and Aggrieved Employees were harmed by
16 Defendant's failure to pay all minimum and overtime wages.

17 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant was
18 required to provide Plaintiff and Aggrieved Employees with a work-free, thirty (30) minute meal
19 period within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second
20 thirty (30) minute meal period within the tenth hour of a shift for workdays in excess of ten (10)
21 hours, in compliance with Labor Code section 512. Defendant routinely denied Plaintiff and
22 Aggrieved Employees a full, uninterrupted, thirty (30) minute off-duty meal period when they
23 worked in excess of six (6) hours within the first five (5) hours of their shifts, and routinely denied
24 Plaintiff and Aggrieved Employees a second thirty (30) minute meal period within the tenth (10th)
25 hour of their shifts. On information and belief, neither Plaintiff nor Aggrieved Employees waived
26 their lawful meal periods or received compensation from Defendant for their missed and or
27 interrupted meal periods.

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1 21. Additionally, Defendant were obligated to provide Plaintiff and Aggrieved
2 Employees with a ten (10) minute rest break for every four (4) hours, or major fraction thereof,
3 worked each day. Defendant prevented Plaintiff and Aggrieved Employees from taking their full
4 rest breaks throughout their shifts. Specifically, Plaintiff and Aggrieved Employees' rest breaks
5 were regularly interrupted in order to complete their jobs more quickly as a result of Defendant's
6 failure to adequately staff employees to allow a work-free rest period. Plaintiff and Aggrieved
7 Employees did not receive all paid rest periods or payment of one (1) additional hour of pay at
8 Plaintiff's and Aggrieved Employees' regular rate of pay when a paid rest period was missed,
9 shortened or interrupted.

10 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
11 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
12 wage statements that accurately showed their actual hours worked, total hours worked, number
13 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per
14 pay period in accordance with California law. In violation of the Labor Code, Plaintiff and
15 Aggrieved Employees were not provided with accurate itemized wage statements that accurately
16 reported their gross and net wages earned, total hours worked, premium wages earned, and each
17 applicable rate of pay in effect during the pay period with the corresponding number of hours
18 worked, among other things.

19 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
20 or should have known that Plaintiff and Aggrieved Employees were entitled to receive business
21 reimbursements for necessary expenditures incurred in connection with the performance and
22 execution of their job duties. In violation of the Labor Code, Defendants required Plaintiff and
23 Aggrieved Employees were required to maintain Defendant's uniforms. Defendant did not
24 reimburse Plaintiff and Aggrieved Employees for the maintenance of the uniforms, nor did
25 Defendant provide a stipend in violation of the Labor code and IWC Wage Orders.

26 25. For at least one (1) year and sixty-five (65) days prior to the filing of this
27 action and through to the present, Plaintiff alleges that Defendant consistently
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1 maintained and enforced the following unlawful practices and policies against its
2 employees, in violation of California state wage and hour laws.

3 a. Defendant had a consistent policy of not paying Plaintiff and Aggrieved
4 Employees for all hours worked;

5 b. Defendant had a consistent policy of requiring Aggrieved Employees within
6 the State of California, including Plaintiff, to work at least five (5) hours
7 without a lawful meal period and work at least ten (10) hours without a second
8 meal period, and failing to pay such employees one (1) hour of pay at the
9 employees' regular rate of compensation for each workday that the meal period
10 was not provided, all in violation of, among others, Labor Code sections 201,
11 202, 226.7, 512, and applicable Industrial Welfare Commission Wage Orders,
12 in one or more of the following manners;

13 i. employees were unable to take timely uninterrupted meal periods; and

14 c. Defendant had a consistent policy of failing to provide Aggrieved Employees
15 within the State of California, including Plaintiff, rest periods of at least (10)
16 minutes per four (4) hours worked or major fraction thereof and failing to pay
17 such employees one (1) hour of pay at the employees' regular rate of
18 compensation for each workday that the rest period is not provided, as required
19 by California state wage and hour laws, in one or more of the following
20 manners:

21 i. employees were required to work without being provided a minimum
22 ten-minute rest period for every four hours, or major fraction thereof,
23 worked and were not compensated with one hour of pay at their regular
24 rate of pay for each workday that a rest period was not provided; and

25 ii. employees were neither permitted nor authorized to take lawful rest
26 periods.

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- 1 d. With respect to the Aggrieved Employees who either were discharged, laid off,
2 or resigned, Defendant failed to pay them in accordance with the requirements
3 of Labor Code sections 201, 202, and 203;
4 e. Defendant failed to institute policies and procedures that ensured accurate
5 recording of all hours Plaintiff and Aggrieved Employees worked during the
6 Relevant Time Period;
7 f. Defendant instituted policies and procedures that offset the necessary costs of
8 doing business on its employees. Plaintiff and Aggrieved Employees were
9 required to maintain Defendant's uniforms. Defendant failed to reimburse
10 Plaintiff and Aggrieved Employees for the maintenance of the uniforms nor
11 provided a stipend. Defendant required Plaintiff and Aggrieved Employees to
12 take on the burden of these expenses without reimbursement in violation of
13 Labor Code section 2802.

14 26. Plaintiff is informed and believes, and based thereon alleges, that Defendant
15 willfully failed to pay Aggrieved Employees all wages earned, including compensation for missed
16 meal and rest periods, in a timely manner upon or after termination of their employment with
17 Defendant.

18 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant
19 currently employs, and during the relevant liability period has employed hundreds of employees
20 in the State of California in non-exempt positions.

21 28. At relevant times herein, Plaintiff and the Aggrieved Employees were employed
22 by Defendant in non-exempt hourly positions.

23 29. On information and belief, Plaintiff alleges that Defendant's actions as described
24 throughout this complaint were willful.

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1 Relevant Time Period, a consistent policy and practice of failing to pay wages, including overtime
2 and double time wages due for hours actually worked.

3 37. Plaintiff alleges that Defendant maintained, and have maintained throughout the
4 Relevant Time Period, a consistent policy of failing to pay its employees for all hours worked.
5 Specifically, Defendant maintained a policy of failing to record all hours Plaintiff and Aggrieved
6 Employees worked and failing to pay for all hours worked at the appropriate rate of pay.

7 38. As such, Plaintiff and Aggrieved Employees seek overtime in an amount according
8 to proof. which they earned and accrued one (1) year prior to filing this complaint, according to
9 proof, as part of the civil penalty pursuant to Labor Code section 558, subdivision (a).

10 39. Defendant willfully violated the Labor Code by failing to pay Plaintiff and
11 Aggrieved Employees all wages, including both minimum wage and overtime. Plaintiff and
12 Aggrieved Employees performed work off-the-clock, during overtime periods and during meal
13 periods, when Plaintiff and Aggrieved Employees were ostensibly off-duty. Plaintiff and
14 Aggrieved Employees also regularly and frequently worked beyond the eighth hour of the shift
15 and/or forty hours per week, but Defendant compensated only for forty (40) hours per week failing
16 to compensate for overtime work in violation of the Labor Code Section 510.

17 40. Since the LWDA has not indicated that it will be investigating more than 65 days
18 since Plaintiff provided notice, and because Defendant took no corrective action to remedy the
19 allegations set forth above, Plaintiff, as a representative of the people of the State of California,
20 will seek any and all penalties otherwise capable of being collected by the Labor Commission,
21 the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each
22 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
23 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

24 41. Plaintiff is informed and believes that Defendant have violated, and continue to
25 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
26 minimum wages and overtime.

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1 meal period, the meal period shall be considered an “on duty” meal period and counted as time
2 worked. An “on duty” meal period shall be permitted only when the nature of the work prevents
3 an employee from being relieved of all duty and when by written agreement between the parties
4 an on-the-job paid meal period is agreed to. The written agreement shall state that the employee
5 may, in writing, revoke the agreement at any time.”

6 48. The burden to prove that a meal or rest period violation has occurred normally
7 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal.App.4th 1138,
8 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
9 presumption of meal and rest period violations is created, shifting the burden to the employer to
10 prove that meal and rest period violations did not occur.

11 49. Defendant failed to schedule non-exempt employees in an adequately overlapping
12 manner so as to reasonably ensure Plaintiff and Aggrieved Employees could take and/or receive
13 such meal periods within the statutory timeframe. Further, Defendant obligated Plaintiff and
14 Aggrieved Employees to work through meal periods while off-the-clock. If a meal period was
15 provided, Plaintiff and Aggrieved Employees’ meal periods were interrupted to attend to work
16 responsibilities. Defendant denied Plaintiff and Aggrieved Employees duty-free meal periods, as
17 a result, Plaintiff and Aggrieved Employees were often forced to forego meal periods and/or work
18 during their meal periods. In so doing, Defendant have intentionally and improperly denied meal
19 periods to Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512
20 and other regulations and statutes.

21 50. Defendant failed to keep accurate records of the meal periods taken by Plaintiff
22 and Aggrieved Employees.

23 51. Plaintiff and Aggrieved Employees did not voluntarily or willfully waive meal
24 periods.

25 52. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
26 than five (5) hours in a workday.

27 53. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
28 worked more than ten (10) hours in a workday.

1 54. At all times relevant hereto, Defendant failed to offer or to schedule non-exempt
2 positions in a manner so as to reasonably provide meal and/or work free meal period as required
3 by Labor Code sections 226.7 and 512.

4 55. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
5 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
6 and/or to provide on-duty meal periods in accordance with the applicable IWC Wage Order, has
7 caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
8 ascertained according to proof at trial.

9 56. Further, Defendant's failure to maintain accurate records of the meal periods taken
10 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
11 and shifts the burden to Defendant to prove they did not occur.

12 57. Plaintiff, on behalf of the State of California, requests recovery of civil penalties
13 as a result of violations of Labor Code sections 226.7 and 558, subdivision (a), which they are
14 owed beginning one (1) year prior to filing this complaint as well as the assessment of any civil
15 penalties against Defendant, and each of them, in a sum as provided by the Labor Code and/or
16 other statutes.

17 58. Since the LWDA has not indicated that it will be investigating and sixty-five (65)
18 days have passed since Plaintiff mailed her letter, and because Defendant took no corrective action
19 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
20 of California, will seek any and all penalties otherwise capable of being collected by the Labor
21 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This
22 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
23 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510
24 and 1194.

25 59. Plaintiff is informed and believes that Defendant have violated and continue to
26 violate provisions of the Labor Code and applicable Wage orders related to the payment of
27 minimum wages, including overtime.

28 60. Plaintiff, as a personal representative of the general public, will and does seek to

1 recover any and all penalties for each and every violation shown to exist or to have occurred
2 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
3 otherwise only available to public agency enforcement actions.

4 61. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
5 and costs pursuant to Labor Code section 2699, subdivisions (d)(1) and (k)(1), and prejudgment
6 interest.

7 **THIRD CAUSE OF ACTION**
8 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
9 **PREMIUM COMPENSATION IN LIEU THEREOF**

10 **(Labor Code Sections 226.7 and 512)**

11 **(Plaintiff against All Defendants)**

12 62. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
13 preceding paragraphs of this complaint as if fully set forth herein.

14 63. Labor Code section 226.7 provides that employers authorize and permit all
15 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

16 64. Labor Code section 226.7, subdivision (b), provides that if an employer fails to
17 provide an employee rest periods in accordance with this section, the employer shall pay the
18 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
19 that the rest period is not provided.

20 65. Defendant failed and or refused to implement a relief system by which Plaintiff
21 and Aggrieved Employees could receive rest periods and/or work free rest periods. Defendant
22 denied Plaintiff and Aggrieved Employees duty free rest periods by interrupting Plaintiff and
23 Aggrieved Employees' rest periods. By and through their actions, Defendant intentionally and
24 improperly denied duty free rest periods to the Plaintiff and Aggrieved Employees in violation of
25 Labor Code sections 226.7 and 512.

26 66. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with
27 duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all
28 together in violation of Labor Code section 226.7 and 512.

1 67. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
2 Aggrieved Employees.

3 68. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
4 more than four (4) hours in a workday.

5 69. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
6 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
7 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
8 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
9 ascertained according to proof at trial.

10 70. Plaintiff, by virtue of her employment with Defendant, Defendant's failure to
11 provide Plaintiff and Aggrieved Employees with rest breaks, and Defendant's policy of requiring
12 employees to work through their rest periods without receiving compensation in lieu thereof, is
13 an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied
14 all prerequisites to serve as a representative of the general public to enforce California's labor
15 laws, and the penalty provisions identified in Labor Code section 2699.5.

16 71. Plaintiff on behalf of the State of California requests civil penalties for violations
17 of Labor Code sections 226.7 and 558, subdivision (a), which they are owed beginning one (1)
18 year prior to filing this complaint as well as the assessment of any civil penalties against
19 Defendant, and each of them, in a sum as provided by the Labor Code and/or other statutes.
20 Plaintiff, as a representative of the people of the State of California, will seek any and all penalties
21 otherwise capable of being collected by the Labor Commission, the LWDA and/or the DLSE.
22 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
23 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
24 226.7 and 512.

25 72. Plaintiff, as a personal representative of the general public, will and does seek to
26 recover any and all penalties for each and every violation shown to exist or to have occurred
27 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
28 otherwise only available to public agency enforcement actions.

1 73. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
2 and costs pursuant to Labor Code section 2699, subdivisions (d)(1) and (k)(1), and prejudgment
3 interest.

4 **FOURTH CAUSE OF ACTION**
5 **VIOLATION OF PAGA FOR FAILURE TO KEEP ACCURATE PAYROLL RECORDS**
6 **AND TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

7 **(Labor Code Sections 1174 and 226, subdivision (A), (E))**

8 **(Plaintiff against All Defendants)**

9 74. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
10 preceding paragraphs of this complaint as if fully set forth herein.

11 75. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
12 location in California or at the plant or establishment at which the employees are employed,
13 payroll records showing the hours worked daily, and the wages paid to each employee. Plaintiff
14 is informed and believes, based thereon alleges, that Defendant willfully failed to make or keep
15 accurate records for Plaintiff and similarly-aggrieved employees.

16 76. Labor Code section 226, subdivision (a), states in pertinent part that, "every
17 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
18 employees, either as a detachable part of the check, draft, or voucher paying the employee's
19 wages, or separately when wages are paid by personal check or cash, an accurate itemized
20 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee...;
21 (3) the number of piece-rate units earned...; (4) all deductions...; (5) net wages; (6) the inclusive
22 dates of the period for which the employee is paid; (7) the name of the employee and only the last
23 four digits of his or her social security number or an employee identification number other than a
24 social security number; (8) the name and address of the legal entity that is the employer...; and
25 (9) all applicable hourly rates in effect during the pay period and corresponding number of hours
26 worked at each hourly rate by the employee..." (Lab. Code, § 226.).

27 77. Defendant knowingly and intentionally failed to provide timely and accurate
28 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code

1 section 226, subdivision (a), by failing to record the accurate number of hours worked, the
2 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
3 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
4 Employees.

5 78. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
6 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
7 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
8 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

9 79. Plaintiff is informed and believes that Defendant's failure to keep accurate payroll
10 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
11 subdivision (a), and the applicable wage order. Plaintiff intends to seek penalties under Labor
12 Code section 2699, subdivision (f)(2). Plaintiff and Aggrieved Employees are entitled to penalties
13 of \$100.00 for the initial violation, and \$200.00 for each subsequent violation for every pay period
14 during which these records and information were not kept by Defendant.

15 80. Plaintiff, as a representative of the State of California, will and does seek to recover
16 any and all penalties for each and every violation shown to exist or to have occurred during the
17 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
18 only available to public agency enforcement actions.

19 81. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
20 and costs pursuant to Labor Code section 2699, subdivisions (d)(1) and (k)(1), and prejudgment
21 interest.

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1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

3 **TERMINATION OF EMPLOYMENT**

4 **(Labor Code Sections 201 and 203)**

5 **(Plaintiff against All Defendants)**

6 82. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
7 preceding paragraphs of this complaint as if fully set forth herein.

8 83. Plaintiff is informed and believes that certain members of the Aggrieved
9 Employees who ended their employment with Defendant during the Relevant Time Period, were
10 entitled to be promptly paid both minimum wage and lawful overtime compensation and other
11 premiums, as required by Labor Code sections 201 and 203.

12 84. Defendant refused and/or failed to promptly compensate Aggrieved Employees
13 wages owed as a result of Defendant's failure to provide meal and/or rest periods as well as pay
14 both minimum and overtime compensation owed for work performed for Defendant.

15 85. Labor Code sections 201 and 202 require employers to timely pay all wages earned
16 and unpaid to employees upon separation of employment. Specifically, section 201 provides that
17 when an employer discharges an employee, the wages earned and unpaid at the time of discharge
18 are due and payable immediately. Section 202 provides that when an employee quits, the wages
19 earned and unpaid are due and payable no later than seventy-two (72) hours thereafter.

20 86. Labor Code section 203 provides that when an employer who fails to pay all wages
21 earned and due to an employee who is discharged or quits within the appropriate timeframes set
22 forth in sections 201 and 202, the wages of the employee shall continue as a penalty at the
23 employee's regular rate of daily pay for each day the full amount of unpaid wages is not paid, up
24 to 30 days.

25 87. Plaintiff, by virtue of her employment with Defendant, is an aggrieved employee
26 with standing to bring an action under the PAGA and has suffered injury as to one or more
27 violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a
28 representative of the general public to enforce California's labor laws, and the penalty provisions

1 identified in Labor Code section 2699.5.

2 88. Plaintiff, as a representative of the people of the State of California, will seek any
3 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
4 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
5 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
6 201-203, 226, 226.7, 510, 512, 1174, and 1194.

7 89. Plaintiff, as a personal representative of the general public, will and does seek to
8 recover any and all penalties for each and every violation shown to exist or to have occurred
9 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
10 otherwise only available to public agency enforcement actions.

11 90. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
12 and costs pursuant to Labor Code section 2699, subdivisions (d)(1) and (k)(1), and prejudgment
13 interest.

14 **SIXTH CAUSE OF ACTION**

15 **VIOLATION OF PAGA FOR FAILURE TO INDEMNIFY FOR EXPENDITURES OR**
16 **LOSSES IN DISCHARGE OF DUTIES**

17 **(Labor Code Section 2802)**

18 **(Plaintiff against All Defendants)**

19 91. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
20 preceding paragraphs of this complaint as if fully set forth herein.

21 92. Labor Code section 2802 states, "An employer shall indemnify his or her
22 employee for all necessary expenditures or losses incurred by the employee in direct consequence
23 of the discharge of his or her duties..."

24 93. Plaintiff and the Aggrieved Employees were not reimbursed by Defendant for
25 necessary expenditures as a direct consequence of the discharge of their duties.

26 94. Defendant knowingly, willingly and intentionally attempted to offset the cost of
27 doing business on the Plaintiff and Aggrieved Employees.

28 95. Defendant had a practice and policy of requiring Plaintiff and Aggrieved

1 Employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse
2 Plaintiff and Aggrieved Employees for necessary business expenditures, specifically maintaining
3 Defendant's uniforms for work responsibilities.

4 96. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
5 "necessary expenditures or losses" which shall include all reasonable costs, including, but not
6 limited to, attorney's fees and interest.

7 97. Plaintiff by virtue of her employment with Defendant and the Defendant's policy
8 of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendant's cost of
9 doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary
10 expenditures, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
11 has satisfied all prerequisites to serve as a representative of the general public to enforce
12 California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

13 98. Plaintiff, as a representative of the people of the State of California, will seek any
14 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
15 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
16 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
17 201-203, 226, 226.7, 510, 512, 1174, and 1194.

18 99. Plaintiff, as a personal representative of the general public, will and does seek to
19 recover any and all penalties for each and every violation shown to exist or to have occurred
20 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
21 otherwise only available to public agency enforcement actions.

22 100. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
23 and costs pursuant to Labor Code section 2699, subdivisions (d)(1) and (k)(1), and prejudgment
24 interest.

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1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivisions (d)(1) and (k)(1), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivisions (d)(1) and (k)(1), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John Young, Esq.
Attorneys for Plaintiff SHERIDAN BAILEY

EXHIBIT A



John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

December 30, 2025

Via Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
dir.tfaforms.net/411

VIA CERTIFIED MAIL # 7016 1370 0000 2464 5822

Return Receipt Requested

Dunkleman, Inc.
ATTN: Larry Steven Kaplan
940 E Chapman Ave.
Orange, CA 92866

Re: Sheridan Bailey v. Dunkleman, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; Dunkleman, Inc.

From: Sheridan Bailey, on behalf of herself and all Aggrieved Employees who were subject to the Employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Sheridan Bailey ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of herself and all other Aggrieved Employees.

Theories of Labor Code Violations and Remedies

Dunkleman, Inc ("Employer") conducts business throughout California and was the Employer of Employee. Employer owns and operates fast-food franchises and is headquartered in Orange, California. Employee worked for Employer from 2021 through the present.

Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1194, 1474, 1475, 1476, and 2802 by:

- a) Failing to pay Employee and Aggrieved Employees for all hours worked;
- b) failing to provide Employee and Aggrieved Employees with compliant meal periods or premium compensation in lieu thereof;
- c) failing to provide Employee and Aggrieved Employees with accurate itemized wage statements;
- d) failing to reimburse Employee and Aggrieved Employees all business expenditures; and
- e) failing to pay Employee and Aggrieved Employees all wages due to them upon separation of employment.

Employee and the similarly Aggrieved Employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of this notice with the LWDA.

A. Employer failed to pay Employee and Aggrieved Employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours 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.”

Employer failed to compensate Employee and Aggrieved Employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employee and Aggrieved Employees routinely worked more than forty (40) hours in any given workweek; however, Employer obligated to work off-the-clock completing pre and post shift work. In addition, Employer failed to pay all fast food restaurant employees the minimum amount pursuant to Labor Code sections 1474, 1475, and 1476.

Employer’s failure to pay Employee and Aggrieved Employees for all hours worked, including applicable minimum wage and overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Employee and Aggrieved Employees with compliant meal and periods or premium compensation in lieu thereof

Employee alleges that he and Aggrieved Employees were routinely not provided with timely, 30-minute off-duty meal periods, as required by the Labor Code. Employee and other Aggrieved Employees were typically not allowed to take their meal periods within the first five

hours worked. Employer failed to maintain a policy or practice of providing meal and rest periods for Employees as they were not always allowed to take their meal and rest periods in a timely manner as a result of short staffing. Employee and other Aggrieved Employees allege that they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) If a meal period was provided, Employee and Aggrieved Employees' meal periods were regularly interrupted. When employees failed to receive their meal break, they did not receive premium pay as compensation for the missed meal breaks.

Employee further alleges that he and other Aggrieved Employees did not receive duty-free, uninterrupted rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Employer prevented Employee and other Aggrieved Employees from taking rest breaks throughout their shifts. Employee and other Aggrieved Employees were also directed to combine rest breaks.

When employees were prevented from taking rest and meal periods, they did not receive premium pay for the missed meal and rest periods. Employer's conduct, which is in violation of the Labor Code, is also actionable under PAGA.

C. Employer failed to provide Employee and Aggrieved Employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Employee and Aggrieved Employees for all hours worked and all premium compensation for missed and/or late meal periods, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

D. Employer Failed to Reimburse Employee and Other Aggrieved Employees for Necessary Business Expenditures, in Violation of California Law

Based on currently available information and records, Employer did not reimburse Employee and other aggrieved employees for necessary business expenditures, including, but not limited to, the cost of cleaning and maintaining Employer's uniform, which is in violation of Labor Code section 2802, the applicable wage order, and actionable under PAGA. Employer's conduct is not compliant with Labor Code section 2802 and is therefore actionable under PAGA.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.
MAHONEY LAW GROUP, APC