Alexander I. Dychter (SBN 234526)
DYCHTER LAW OFFICES, APC
9820 Willow Creek Road, Suite 275
San Diego, California 92131
Telephone: (619) 487-0777
Facsimile: (619) 330-1827
E-Mail: alex@dychterlaw.com

Attorneys for Plaintiff Patricia Dominguez

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Patricia Dominguez, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, v. Hotcakes No. 1, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 2, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 3, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 4, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 5, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 6, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 7, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 8, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 9, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 10, Inc., a California Corporation, doing business as IHOP; Hotcakes No. 11, Inc., a California Corporation, doing business as IHOP;	Case No. 25CU069797C **CLASS ACTION** **FIRST AMENDED COMPLAINT** 1. Failure to Pay Minimum and Overtime Wages 2. Failure to Provide Required Meal Periods 3. Failure to Authorize and Permit Required Paid Rest Periods 4. Failure to Reimburse Required Expenses 5. Failure to Provide Accurate Itemized Wage Statements 6. Failure to Pay All Wages Owed Upon Separation 7. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*) 8. Violation of the Private Attorneys General Act **DEMAND FOR JURY TRIAL**

Hotcakes No. 12, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 13, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 15, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 16, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 17, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 18, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 21, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 22, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 23, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 24, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 26, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 27, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 28, Inc., a California Corporation, doing business as IHOP;
Hotcakes No. 29, Inc., a California Corporation, doing business as IHOP;
and DOES 1 through 100, inclusive,

Defendants.

Plaintiff Patricia Dominguez (hereinafter "Plaintiff" or "Dominguez"), an individual, on behalf of herself and all other similarly situated current and former hourly, non-exempt employees of Defendants, alleges on information and belief, except for with regard to her own acts and experiences, which are based on personal knowledge, the following:

INTRODUCTION

1. This is a putative class action brought against Defendants Hotcakes No. 1, Inc., Hotcakes No. 2, Inc., Hotcakes No. 3, Inc., Hotcakes No. 4, Inc., Hotcakes No. 5, Inc., Hotcakes No. 6, Inc., Hotcakes No. 7, Inc., Hotcakes No. 8, Inc., Hotcakes No. 9, Inc., Hotcakes No. 10, Inc., Hotcakes No. 11, Inc., Hotcakes No. 12, Inc., Hotcakes No. 13, Inc., Hotcakes No. 15, Inc., Hotcakes No. 16, Inc., Hotcakes No. 17, Inc., Hotcakes No. 18, Inc., Hotcakes No. 21, Inc., Hotcakes No. 22, Inc., Hotcakes No. 23, Inc., Hotcakes No. 24, Inc., Hotcakes No. 26, Inc., Hotcakes No. 27, Inc., Hotcakes No. 28, Inc., and Hotcakes No. 29, Inc., (collectively, "Defendants") which are all doing business as "IHOP" restaurants in the State of California, for (i) failing to pay minimum and overtime wages at the lawful regular rate of pay for all work performed; (ii) failing to provide compliant, uninterrupted, duty-free meal periods; (iii) failing to authorize and permit compliant, paid, duty-free rest periods; (iv) failing to pay all owed wages each and every pay period; (v) failing to indemnify and reimburse for business expenses incurred; (vi) failing to provide accurate, compliant, itemized wage statements; (vii) failing to pay all wages owed upon separation of employment; (viii) violation of California's Unfair Competition Law ("UCL"), Business & Professions Code § 17200, *et seq*.; and, (ix) violating the California Private Attorneys General Act (hereinafter the "PAGA").

2. Plaintiff is a Member of and the named representative for the Class, the Separated Employee Subclass, and the Wage Statement Subclass, as defined in Paragraphs 40-42, below. The term "Class" includes Plaintiff and all other persons who are members of the "Class," and/or the "Separated Employee Subclass," and/or the "Wage Statement Subclass," as herein defined, below.

3. The PAGA allows for a tolling of the limitations period during the period during which the California Labor and Workforce Development Agency (hereinafter the "LWDA") is assessing, or the employer may be curing, the alleged violations. Cal. Labor Code § 2699.3(d). On

December 24, 2025, pursuant to Cal. Labor Code § 2699.3(a)(1), counsel for Plaintiff, on behalf of Dominguez, provided written notice via online filing with the LWDA and via certified mail, with return-receipt, to the employer / Defendants, alleging violations of the California Labor Code and the facts and theories that support the alleged violations. (*see* **Exhibit 1**, attached hereto and incorporated by this reference herein). Additionally, on December 24, 2025, pursuant to Cal. Labor Code § 2699.3(a)(1)(B), counsel for Plaintiff, on behalf of Dominguez, submitted the required filing fee of $75 to the LWDA. (*see* **Ex. 1**).

JURISDICTION AND VENUE

4. This Court has jurisdiction over this Action, pursuant to California Code of Civil Procedure ("Cal. Code of Civ. Proc.") § 410.10 and Cal. Bus. & Prof. Code § 17203. This action is brought as a Class Action on behalf of Plaintiff and similarly situated non-exempt employees of Defendants, pursuant to Cal. Code of Civ. Proc. ("CCP") § 382.

5. Venue is proper in this Court, pursuant to CCP §§ 395 and 395.5, because Plaintiff performed work on behalf of Defendants in the County of San Diego and Defendants committed a significant portion of the wrongful conduct against Plaintiff and Members of the Class herein alleged in the County of San Diego.

THE PARTIES

A. Plaintiff and the Class

6. Plaintiff Patricia Dominguez was employed by Defendants as an hourly, non-exempt employee at their IHOP restaurant location located at: 3335 Midway Dr., San Diego, CA 92110 from approximately October 14, 2022 until her separation on or about August 12, 2025. Plaintiff was assigned the job title of hostess. At the commencement of her employment in 2022, Plaintiff earned $15.00 per hour and at the end of her employment she earned $17.25 per hour.

7. Plaintiff failed to receive legally compliant meal breaks on certain shifts worked during her employment. Defendants failed to provide Plaintiff with meal break penalties on those shifts where a compliant meal break was not provided, as evidenced by an absence of meal break penalties being listed on Plaintiff's wage statements that were previously produced by Defendants pursuant to Plaintiff's Labor Code Section 226 request of September 5, 2025.

8. For the entirety of Plaintiff's employment, employees were not provided with rest breaks, nor were rest breaks scheduled or authorized. Defendants' scheduling policies made rest breaks effectively impossible to take due to the fact that Defendants did not schedule rest breaks and because there were not enough employees on-duty to permit employees to actually take a rest break due to the work demands. Defendants also failed to pay an extra hour of premium pay to Plaintiff for failing to provide a compliant, uninterrupted, duty-free rest period.

9. Plaintiff would be instructed by her manager, prior to her clocking-in for her scheduled shift, to clean windows, clean the carpet, and ready other miscellaneous items before being permitted to clock-in for her shift. All of these work activities were performed off-the-clock and without wages being paid.

10. Plaintiff was instructed to print-out store labor reports and then use her personal mobile phone for purposes of taking a picture of these labor reports to then send management that was off-site. Defendants failed to reimburse Plaintiff for her mobile telephone usage.

11. The Members of the Class and Subclasses are similarly situated persons who are presently employed or were formerly employed by Defendants as hourly, non-exempt employees at IHOP restaurant locations owned and/or operated by Defendants in the State of California who: 1) were not paid minimum wages and overtime wages at the lawful rate of pay for all work performed; 2) were not provided with uninterrupted, compliant, duty-free 30-minute meal periods or premium pay in lieu thereof; 3) were not authorized and permitted to take compliant, paid, duty-free 10-minute rest periods or given premium pay in lieu thereof; 4) were not paid all wages due each and every pay period; 5) were not reimbursed for all incurred business expenditures; 6) were not provided with all earned wages upon their separation of employment; and/or 7) were not provided compliant, accurate, itemized wage statements.

B. Defendants

12. Defendant Hotcakes No. 1, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 6135 Balboa Ave., San Diego, CA 92111. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 1, Inc. is Robert Rosenberg, the Secretary is Michael

Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

13. Defendant Hotcakes No. 2, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 354 W. El Norte Parkway, Escondido, CA 92026. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 2, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

14. Defendant Hotcakes No. 3, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 632 Sycamore Ave., Vista, CA 92083. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 3, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

15. Defendant Hotcakes No. 4, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 10155 Paseo Montril, San Diego, CA 92129. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 4, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

16. Defendant Hotcakes No. 5, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 5851 University Ave., San Diego, CA 92115. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 5, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

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17. Defendant Hotcakes No. 6, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 1430 E. Plaza Blvd., Suite E-1, National City, CA 91950. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 6, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

18. Defendant Hotcakes No. 7, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 1340 E. Valley Pkwy., Escondido, CA 92027. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 7, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

19. Defendant Hotcakes No. 8, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 9708 Mission Gorge Rd., Santee, CA 92071. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 8, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

20. Defendant Hotcakes No. 9, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 1286 Oakdale Ave., El Cajon, CA 92021. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 9, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

21. Defendant Hotcakes No. 10, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 3335 Midway Dr., San Diego, CA 92110. Pursuant to their most recent Statement of Information filing with the California

Secretary of State, the CEO of Hotcakes No. 10, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

22. Defendant Hotcakes No. 11, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 8747 Broadway, La Mesa, CA 91941. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 11, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

23. Defendant Hotcakes No. 12, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 1020 W. San Marcos Blvd., Ste. 160, San Marcos, CA 92069. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 12, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

24. Defendant Hotcakes No. 13, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 8440 Mira Mesa Blvd., San Diego, CA 92126. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 13, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

25. Defendant Hotcakes No. 15, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 856 Grand Ave., San Diego, CA 92109. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 15, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

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26. Defendant Hotcakes No. 16, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 2050 N. Bellflower Blvd., Long Beach, CA 90815. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 16, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

27. Defendant Hotcakes No. 17, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 915 Avenida Pico, San Clemente, CA 92673. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 17, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

28. Defendant Hotcakes No. 18, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 4291 Camino De La Plaza, San Diego, CA 92173. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 18, Inc. is Robert Rosenberg, the Secretary is Michael Szawielenko, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

29. Defendant Hotcakes No. 21, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 79892 Highway 111, La Quinta, CA 92253. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 21, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

30. Defendant Hotcakes No. 22, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 471 S. Indian Canyon Dr., Palm Springs, CA 92262. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 22, Inc. is Michael Szawielenko, the

Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

31. Defendant Hotcakes No. 23, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 34031 Date Palm Dr., Cathedral City, CA 92234. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 23, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

32. Defendant Hotcakes No. 24, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 34199 Monterey Ave., Rancho Mirage, CA 92270. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 24, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

33. Defendant Hotcakes No. 26, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 1206 Broadway, Chula Vista, CA 91911. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 26, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

34. Defendant Hotcakes No. 27, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 4253 Oceanside Blvd., Oceanside, CA 92056. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 27, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

35. Defendant Hotcakes No. 28, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 3637 Avocado Blvd., La Mesa, CA 91941. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 28, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

36. Defendant Hotcakes No. 29, Inc. *dba* IHOP is an entity created under the laws of the State of California, with its principal place of business located at: 1806 Oceanside Blvd., Oceanside, CA 92054. Pursuant to their most recent Statement of Information filing with the California Secretary of State, the CEO of Hotcakes No. 29, Inc. is Michael Szawielenko, the Secretary is Robert Rosenberg, the CFO is Helen Rosenberg, and the Agent for Service of Process is Michael Allen (who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804).

37. All of these California incorporated entities operated IHOP restaurant locations in the State of California and were operated as a single entity. There was a unity of interest and a co-mingling of employees, managers, executives, supplies, and assets between each of the fictitious business entities and their individual owners such that their separate identities did not exist. More specifically, for each of these twenty-five (25) Defendants all list the <u>same</u> three Officers, Robert Rosenberg (*CEO for 14 Defendants & Secretary for 11 Defendants*), Michael Szawielenko (*CEO for 11 Defendants & Secretary for 14 Defendants*), and Helen Rosenberg (*CFO for all 25 Defendants*). The Agent for Service of Process for each of these twenty-five (25) Defendants is the same individual, Michael Allen, who is located at: 4510 E. Pacific Coast Hwy., Ste. 290, Long Beach, CA 90804. These multiple Corporations were used to perpetrate a fraud and to achieve inequitable results, as the use of multiple Corporations were undertaken to defraud employees out of wages that they would otherwise be owed absent the separate entity scheme, as well as to protect the true owners from collective action. Each of the individually named Defendant entities shared common management, managers, employees, executives, supplies, and operational systems, which permitted the individual Defendants to operate each of the 25 individually run restaurant locations

as a single entity.

38. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendants sued here as DOES 1 through 100, inclusive, are presently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names, pursuant to Cal. Civ. Proc. Code § 474. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 100 but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. To the extent required, Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of these Defendants, when they have been ascertained and become known.

39. Plaintiff is informed and believes, and based thereon, alleges that each of the Defendants designated herein are legally responsible in some manner for the unlawful acts referred to herein and that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on behalf of herself and all other similarly situated persons as a class action pursuant to CCP § 382. Plaintiff seeks to represent a Class composed of defined as follows:

All of Defendants' hourly, non-exempt employees working at a IHOP restaurant in the State of California at any time since December 24, 2021 through the date as determined by the Court ("Class Period") ("Class Members").

41. Plaintiff also seeks to bring this action on behalf of herself and all other similarly situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

All Class Members whose employment by Defendants ended at any time since December 24, 2022 ("Separated Subclass Members").

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42. Plaintiff also seeks to bring this action on behalf of herself and all other similarly situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

All Class Members employed at any time since December 24, 2024 ("Wage Statement Subclass Members").

43. This action has been brought and may be maintained as a class action, pursuant to CCP § 382, because there is a well-defined community of interest among many persons who comprise a readily ascertainable class.

a. The Class Members are so numerous that individual joinder of all of them as plaintiffs is impractical. Although the exact number of Class Members is unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there are not less than 100 Class Members.

b. The identity of Class Members can readily be determined from Defendants' records. Defendants' records include the name and address of every person who performed work for them during the Class Period.

c. Common questions of law and fact exist as to Class Members and predominate over any questions that may affect only individual Class Members. These common questions include, but are not limited to:

(1) Did Defendants violate Labor Code §§ 510, 1194, and/or 1197 by failing to pay Class Members for all minimum and overtime wages at the lawful rate of pay owed to them for all hours during which they were subject to Defendants' control?

(2) Did Defendants violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage Order No. 5, by failing to provide compliant duty-free, uninterrupted meal periods and failing to pay the resulting premium, as alleged herein?

(3) Did Defendants violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage Order No. 5, by failing to authorize and permit compliant duty-free, uninterrupted paid rest periods and failing to pay the resulting premium, as alleged herein?

(4) Did Defendants, in violation of Labor Code § 2802, fail to indemnify Class Members for all necessary expenditures or losses incurred in the course of their duties, as alleged herein?

(5) Did Defendants fail to provide Wage Statement Subclass Members with accurate, compliant, itemized wage statements?

(6) Are Defendants liable for civil penalties under Labor Code § 226?

(7) Did Defendants, in violation of Labor Code § 201 or § 202, fail to pay timely all wages owed to Separated Subclass Members upon separation?

(8) Did Defendants act willfully when they failed to pay timely all wages owed to Separated Subclass Members upon separation?

(9) Are Defendants liable for penalty wages under Labor Code § 203?

(10) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*., by their unlawful and/or unfair practices, as alleged herein?

(11) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*., by failing to pay Plaintiff and Class Members all wages earned each pay period, in violation of Labor Code § 204, as alleged herein?

(12) Are Defendants liable for restitution under Cal. Bus. & Prof. Code § 17203?

(13) Are Defendants liable for pre-judgment interest?

(14) Are Defendants liable for attorneys' fees and/or litigation costs?

d. Plaintiff is a Member of the Class and the Subclasses, and her claims are typical of the claims of the other Class Members and Subclass Members. Plaintiff is informed and believes and thereon alleges that Defendants have been maintaining policies or practices of: 1) failing to pay minimum and overtime wages at the lawful rate of pay for all hours worked; 2) failing to provide compliant, duty-free meal periods; 3) failing to authorize and permit compliant properly paid, duty-free rest periods; 4) failing to pay employees for all wages earned during each pay period; 5) failing to reimburse employees for all incurred business expenses; 6) willfully failing to pay employees all earned wages due upon separation of employment; and/or 7) failing to provide employees with accurate, compliant itemized wage statements.

e. Plaintiff will adequately and fairly protect the interests of the Class Members and Subclass Members. Plaintiff has no interest adverse to the interests of absent Class Members and Subclass Members. Plaintiff is represented by legal counsel who has substantial class action experience in civil litigation and employment law.

44. A class action is superior to other available means for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the Court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class Members are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for individual members of the Class to seek and obtain relief. A class action will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

FIRST CAUSE OF ACTION
Failure to Pay Minimum and Overtime Wages
(By Plaintiff and the Class Members against all Defendants)

45. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

46. At all relevant times, Plaintiff and the Class Members were and/or are employees of Defendants, covered by Labor Code §§ 510, 1194, and 1197 and I.W.C. Wage Order No. 5.

47. By their failure to pay minimum wages and overtime wages at the lawful rate of pay for all time worked, Defendants willfully breached their agreement and obligation to pay lawful wages, in violation of Labor Code §§ 510, 1194 and 1197 and I.W.C. Wage Order No. 5.

48. Plaintiff is informed and believes and thereon alleges that at all relevant times within the applicable limitations period, Defendants maintained and continue to maintain a policy or practice of failing to pay minimum wages and overtime wages at the lawful regular rate of pay for all time actually worked.

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49. As a result of Defendants' unlawful and willful conduct, employees have suffered damages in an amount, subject to proof, to the extent they were not paid properly all minimum wages and overtime wages at the lawful rate for all hours actually worked and owed to them under Labor Code §§ 510, 1194 and 1197, I.W.C. Wage Order No. 5 and applicable local requirements.

50. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiff and the Class Members are entitled to recover the full amount of unpaid wages, liquidated damages, pre-judgment interest, reasonable attorneys' fees and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Meal Periods

(By Plaintiff and the Class Members against all Defendants)

51. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

52. At all relevant times, Plaintiff and the Class Members were and/or are employees of Defendants, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 5.

53. Pursuant to Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 5, Plaintiff and the Class Members are entitled to an uninterrupted, duty-free meal period of at least thirty (30) minutes for each workday that they work more than five (5) hours, and a second uninterrupted, duty-free meal period of at least thirty (30) minutes for each workday that they work more than ten (10) hours, and one additional hour of pay for every day that all required, compliant meal periods are not provided.

54. Defendants have failed to provide Plaintiff and the Class Members with compliant uninterrupted, duty-free meal periods in accordance with Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 5. Plaintiff and other Class Members failed to receive compliant meal periods on eligible shifts resulting in non-compliant meal periods.

55. Defendants have failed to provide Plaintiff and the Class Members the additional hour of pay required by Labor Code § 226.7 and I.W.C. Wage Order No. 5. Plaintiff is informed and believes and thereon alleges that at all relevant times within the applicable limitations period, Defendants have maintained and continue to maintain a policy or practice of not paying additional pay at the lawful rate of pay to employees for the failure to provide compliant meal periods.

/ / /

56. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional wages at the lawful rate of pay owed for the failure to provide compliant meal period.

57. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to recover the full amount of their unpaid additional wages for unprovided meal periods. Pursuant to Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable attorneys' fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the Class Members are entitled to recover prejudgment interest on the additional wages owed for failure to provide meal periods at the lawful rate of pay.

THIRD CAUSE OF ACTION

Failure to Authorize and Permit Required Paid Rest Periods

(By Plaintiff and the Class Members against all Defendants)

58. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

59. At all relevant times, Plaintiff and the Class Members were and/or are employees of Defendants, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 5.

60. Pursuant to Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 5, Plaintiff and the Class Members are entitled to properly paid duty-free rest periods of at least ten (10) minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of additional pay for every day that each and every required compliant paid rest period was not authorized and permitted. Further, Plaintiff and the Class Members have been denied their first rest period of at least ten (10) minutes for some shifts worked of at least two and a half (2.5) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.

61. Defendants have failed to provide Plaintiff and the Class Members the additional hour of pay required under Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 5. Plaintiff is informed and believes and thereon alleges that at all times during the applicable limitations period, Defendants have maintained and continue to maintain a policy or practice of failing to provide rest periods to employees.

62. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed rest periods at the lawful rate of pay.

63. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to recover the full amount of their unpaid additional wages for Defendants' failure to authorize, permit, and properly compensate for duty-free rest periods. Pursuant to Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable attorneys' fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the Class Members are entitled to recover prejudgment interest on the additional pay owed for required rest periods that were not authorized, permitted, and/or properly paid.

FOURTH CAUSE OF ACTION
Failure to Reimburse Required Expenses
(By Plaintiff and the Class Members against all Defendants)

64. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

65. At all relevant times, Plaintiff and the other Members of the Class were employees of Defendants, covered by Labor Code § 2802 which provides, in relevant part, that:

> An employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

66. At all relevant times herein, Defendants violated Labor Code § 2802 by failing to reimburse and indemnify the Plaintiff and the other Members of the Class for cellular/mobile telephone usage/data. Specifically, Defendants required Plaintiff and the Class Members to use their personal cellular telephones to take and transmit pictures of company documents and text to off-site management personnel. This work expectation and mandate required Plaintiff and Class Members to incur the cost to maintain a phone data plan, which is required to be indemnified by the employer, but Defendants failed to provide reimbursement in compliance with California law.

67. Labor Code §§ 2802(b) and (c) provide for simple interest at the statutory post judgment rate of ten percent (10%) per annum from the date of the expenditure, plus attorneys' fees

to collect reimbursement.

68. Plaintiff therefore demands reimbursement for expenditures or losses incurred by her and the other Class Members in the discharge of their duties for Defendants, or their obedience to the directions of Defendants, with interest at the statutory rate and attorneys' fees and costs under Labor Code § 2802.

FIFTH CAUSE OF ACTION
Failure to Provide Accurate Itemized Wage Statements
(By Plaintiff and the Wage Statement Subclass Members against all Defendants)

69. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

70. At all relevant times, Plaintiff and the Wage Statement Subclass Members were and/or are employees of Defendants, covered by Labor Code § 226.

71. Pursuant to Labor Code § 226(a), Plaintiff and the Wage Statement Subclass Members are entitled to receive, semi-monthly or at the time of each payment of wages, an accurate, compliant itemized statement showing gross wages earned; net wages earned; all applicable hourly rates in effect during the pay period; the corresponding number of hours worked at each hourly rate by the employee; the inclusive dates of the period for which the employee is paid; and the name and address of the legal entity that is the employer.

72. Defendants have failed to provide Plaintiff and the Wage Statement Subclass Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a) and 226.2. Plaintiff is informed and believes and thereon alleges that at all relevant times since one (1) year preceding the filing of the Complaint in this action (the "Penalty Period"), Defendants maintained a policy or practice of failing to pay minimum wages and overtime wages at the lawful rate of pay for all time actually worked, failing to accurately record all hours actually worked, failing to pay meal period premium payments, and failing to pay rest period premium payments. Defendants' practice has resulted and continues to result in the issuance of non-compliant 'wage statements' to Class Members that do not show the correct amount of gross wages earned, the correct amount of net wages earned, the correct number of hours (regular and overtime) worked, the correct hourly rates of pay in effect for each hour worked, and/or the correct deductions made thereto for taxing authority purposes.

73. Defendants' failure to provide Plaintiff and the Wage Statement Subclass Members with compliant and accurate itemized wage statements has been and is knowing and intentional. Defendants have had the ability to provide Plaintiff and Wage Statement Subclass Members with accurate wage statements but intentionally provided 'wage statements' that Defendants knew were not accurate or compliant.

74. As a result of Defendants' conduct, Plaintiff and the Wage Statement Subclass Members have suffered injury. The absence of accurate and complete information on their wage statements has prevented timely challenges to Defendants' unlawful pay practices, has and will require discovery and mathematical computations to determine the amount of wages owed and number of hours actually worked, has caused difficulty and expense in attempting to reconstruct time and pay records, and has led to the submission of inaccurate information about wages and deductions to state and federal government agencies.

75. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass Members are entitled to recover fifty dollars ($50) for the initial pay period during the Penalty Period in which a violation of Labor Code § 226 occurred and one hundred dollars ($100) for each violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000) per employee.

76. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants' ongoing compliance with Labor Code § 226(a).

77. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement Subclass Members are entitled to recover the full amount of penalties due under Labor Code §226(e), plus reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION
Failure to Pay All Wages Owed Upon Separation
(By Plaintiff and the Separated Subclass Members against all Defendants)

78. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

79. At all relevant times, Plaintiff and the Separated Subclass Members, were employees of Defendants covered by Labor Code §§ 201 and/or 202.

80. Pursuant to Labor Code §§ 201 and 202, Plaintiff and the Separated Subclass Members were entitled upon separation to timely payment of all wages earned and unpaid prior to separation. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

81. Defendants have failed to pay Plaintiff and the Separated Subclass Members all wages earned and unpaid prior to separation, in accordance with Labor Code §§ 201 and/or 202. Plaintiff is informed and believes and thereon alleges that during the three (3) year limitation's period applicable to this cause of action, Defendants have maintained and continue to maintain a policy or practice of failing to pay for all minimum wages and overtime wages at the lawful rate of pay for all time actually worked, all meal period premium payments, and all rest period premium payments at the time of separation from employment.

82. Defendants' failure to pay Plaintiff and the Separated Subclass Members all wages earned prior to separation in accordance with Labor Code § 201 and/or § 202 was and is willful. Defendants have had the ability to pay all wages earned by employees – including but not limited to all minimum and overtime wages at the lawful rate of pay – but intentionally have adopted policies or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197, and I.W.C. Wage Order No. 5. Defendants have had the ability to pay all meal period and rest period premium payments earned by employees but intentionally adopted policies or practices incompatible with the requirements of Labor Code § 226.7 and § 512, and I.W.C. Wage Order No. 5. When Defendants failed to pay upon separation all wages earned prior to separation, Defendants

knew what they were doing and intended to do what they did.

83. Pursuant to Labor Code § 201 or § 202, Plaintiff and the Separated Subclass Members are entitled to all wages earned prior to separation that Defendants did not pay them.

84. Pursuant to Labor Code § 203, Plaintiff and the Separated Subclass Members are entitled to penalty wages, from the day their earned and unpaid wages were due upon separation until paid, up to a maximum of 30 days.

85. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to separation in violation of Labor Code § 201 or § 202.

86. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty wages owed to them in violation of Labor Code § 203.

87. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Separated Subclass Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and reasonable attorneys' fees and costs of suit. Plaintiff and the Separated Subclass Members are entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under Labor Code § 218.6 and/or Civil Code § 3287(a).

SEVENTH CAUSE OF ACTION
Violation of California's Unfair Competition Law ("UCL")
[Cal. Bus. & Prof. Code § 17200, *et seq*.]
(By Plaintiff and the Class Members against all Defendants)

88. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

89. Plaintiff brings this claim on behalf of herself and all others similarly situated in her representative capacity against Defendants and Does 1 through 100, for their unlawful business acts and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL"), which prohibits all unlawful business acts and/or practices.

90. Defendants are each a "person," as that term is defined under Cal. Bus. & Prof. Code § 17021.

91. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with

respect to unfair competition as follows:

> Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

92. By the conduct alleged herein, Defendants have engaged and continue to engage in business practices that are unfair, deceptive, and/or violate California law, including but not limited to, I.W.C. Wage Order No. 5, the California Code of Regulations, and the California Labor Code, including §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2802 thereof, for which this Court should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages and premium pay wrongfully withheld.

93. By the conduct alleged herein, Defendants' practices were and are unlawful, unfair and deceptive, in that these practices have violated public policy, are immoral, unethical, oppressive, unscrupulous or substantially injurious to employees, and are without valid justification or utility, for which this Court should issue equitable and injunctive relief pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages and premium pay wrongfully withheld.

94. By the conduct alleged herein, Defendants' practices were and are unlawful, deceptive and/or fraudulent, in that Defendants under their uniform policies and practices have failed to pay Plaintiff and the Class Members minimum wages and overtime wages at the lawful rate of pay for all time actually worked, have failed to provide lawful, uninterrupted, duty-free meal periods and to authorize and permit compliant paid duty-free rest periods, have failed to pay premiums due in lieu of meal periods and/or rest periods, have failed to pay wages earned each and every pay period, have failed to provide accurate and compliant itemized wage statements, have failed to reimburse incurred business expenses, and have failed to pay all wages owed upon separation of employment, as alleged herein, pursuant to the applicable Cal. Lab. Code, and I.W.C.

requirements in violation of Cal. Bus. & Prof. Code § 17200, *et seq*., and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages and premium pay wrongfully withheld.

95. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and deceptive, in that Defendants' employment practices have caused Plaintiff and the Class Members to be underpaid during their employment with Defendants and have created a false record that does not accurately reflect the hours worked by employees.

96. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and deceptive, in that Defendants' uniform policies, practices and procedures have failed to provide mandatory meal periods and/or to authorize and permit compliant rest periods to Plaintiff and the Class Members or to pay premium wages in lieu thereof.

97. By and through the unlawful and unfair business practices described herein, Defendants have obtained valuable property, money and services from Plaintiff and the Class Members, including earned wages for all minimum wages, overtime wages, meal period and rest period premium wages, and have deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment of these employees and to the benefit of Defendants, so as to allow Defendants to unfairly compete against competitors who comply with California laws.

98. All of the acts described herein as violations of, among other things, the I.W.C. Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of the UCL.

99. Plaintiff and the Class Members are entitled to, and do, seek such relief as may be necessary to restore to them the money and property that Defendants have acquired, or of which Plaintiff and the Class Members have been deprived, by means of the above described unlawful and unfair business practices, including earned but not limited to unpaid wages for all time worked.

100. Plaintiff and the Class Members are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair and deceptive, and that injunctive relief should be issued, restraining Defendants from engaging in any such unlawful and unfair business

practices in the future.

101. Plaintiff and the Class Members have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of Defendants. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, Plaintiff and the Class Members have suffered and will continue to suffer irreparable legal and economic harm unless Defendants are restrained from continuing to engage in these unlawful and unfair business practices.

102. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief, including restitution, disgorgement, attorneys' fees and litigation costs, declaratory relief, and a permanent injunction enjoining Defendants from their unlawful, deceptive and/or unfair activity.

EIGHTH CAUSE OF ACTION
Violation of the Private Attorneys General Act
[Cal. Bus. & Prof. Code §§ 2698 *et seq*.]
(By Plaintiff and the Class Members against all Defendants)

103. Plaintiff and all aggrieved employees of all Defendants incorporate all the preceding paragraphs as though fully set forth herein.

104. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

105. Plaintiff bring this Representative Action on behalf of the State of California with respect to herself and all hourly, non-exempt employees working at an IHOP restaurant in the State of California at any time since December 24, 2024, and who are Class Members (the "Aggrieved Employees").

/ / /

106. On December 24, 2025, Counsel for Plaintiff on behalf of Dominguez gave written notice by online filing to the LWDA and the employer via U.S. Certified Mail, Return-Receipt of the specific code provisions alleged to have been violated as required by Labor Code § 2699.3. (*See* **Exhibit 1**). The statutory waiting period to commence this action has expired. As a result, pursuant to § 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to § 2699 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

107. The policies, acts, and practices heretofore described were and are an unlawful business act or practice because of Defendants failure to pay all minimum wages and overtime wages at the lawful regular rate of pay for all work performed, failure to provide compliant duty-free meal periods and failure to authorize and permit rest periods, failure to reimburse required business expenses (including but not limited to, cellular telephone usage/data), failure to pay all wages owed each and every pay period, failure to provide accurate, compliant, itemized wage statements, and failure to pay all wages owed upon separation of employment and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff hereby seeks recovery of civil penalties as prescribed by PAGA as the representatives of the State of California for the illegal conduct perpetrated on Plaintiff and the other Aggrieved Employees, against whom one or more of the violations of the California Labor Code was committed.

PRAYER FOR RELIEF

WHEREFORE, on behalf of herself and all others similarly situated, Plaintiff prays for judgment against Defendants as follows:

A. An order certifying this case as a class action;

B. An order appointing Plaintiff as representative for the Class;

C. An order appointing Plaintiff's counsel as counsel for the Class;

D. Damages for unpaid minimum wages and overtime wages;

E. Civil Penalties under Labor Code § 226(e);

F. Damages for unpaid premium pay owed for duty-free meal periods that Defendants failed to provide, pursuant to Labor Code § 226.7;

G. Damages for unpaid premium pay owed for paid, duty-free rest periods that Defendants failed to authorize and permit, pursuant to Labor Code § 226.7;

H. Reimbursement for expenditures and/or losses under Labor Code § 2802;

I. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;

J. Penalty continuation wages, under Labor Code § 203;

K. Restitution and/or disgorgement of unpaid wages at the agreed upon and legal rates, under Cal. Bus. & Prof. Code § 17203;

L. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et seq.*, requiring that Defendants provide compliant, itemized wage statements, and cease and desist from their other unlawful and/or unfair employment practices;

M. Recovery of civil penalties as prescribed by PAGA;

N. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code § 2699(g);

O. Pre-judgment and post-judgment interest at the maximum legal rate;

P. Reasonable attorneys' fees;

Q. Costs of suit; and,

R. Such other relief as the Court may deem just and proper.

Dated: March 4, 2026 **DYCHTER LAW OFFICES, APC**

By: ______________________
Alexander I. Dychter
Attorneys for Plaintiff Dominguez

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for herself and the Class on all claims so triable.

Dated: March 4, 2026 **DYCHTER LAW OFFICES, APC**

By: ______________________
Alexander I. Dychter
Attorneys for Plaintiff Dominguez

EXHIBIT 1

DYCHTER
LAW OFFICES
A PROFESSIONAL CORPORATION
9820 WILLOW CREEK ROAD, SUITE 275, SAN DIEGO, CALIFORNIA 92131
TEL 619.487.0777 | FAX 619.330.1827

December 24, 2025

VIA ONLINE PORTAL FILING ONLY
California Labor & Workforce Development Agency ("LWDA")

VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED
[9589 0710 5270 1415 5660 10]

Hotcakes No. 10, Inc., *et al.*
c/o: Michael Allen
4510 E. Pacific Coast Hwy., Ste. 290
Long Beach, CA 90804

[**Note**: This PAGA Notice Letter is directed to the **25 entities**[1] listed in **Footnote #1** that all have the same Agent for Service of Process (and same mailing address) listed with the California Secretary of State and are therefore receiving one-copy of this letter. Each of the **25 entities** (which are separate corporations have each been added as "additional employer" with their respective information on the LWDA's New PAGA Claim Notice filing portal].

Re: Notice of Violations of California Labor Code Sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 2802, 6401.7, 6401.9; Industrial Welfare Commission Wage Order(s), And Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam,

Our office represents Plaintiff Patricia Dominguez (the "Plaintiff") and other aggrieved employees in a class action lawsuit against Defendants Hotcakes No. 1, Inc., Hotcakes No. 2, Inc., Hotcakes No. 3, Inc., Hotcakes No. 4, Inc., Hotcakes No. 5, Inc., Hotcakes No. 6, Inc., Hotcakes No. 7, Inc., Hotcakes No. 8, Inc., Hotcakes No. 9, Inc., Hotcakes No. 10, Inc., Hotcakes No. 11, Inc., Hotcakes No. 12, Inc., Hotcakes No. 13, Inc., Hotcakes No. 15, Inc., Hotcakes No. 16, Inc., Hotcakes No. 17, Inc., Hotcakes No. 18, Inc., Hotcakes No. 21, Inc., Hotcakes No. 22, Inc., Hotcakes No. 23, Inc., Hotcakes No. 24, Inc., Hotcakes No. 26, Inc., Hotcakes No. 27, Inc., Hotcakes No. 28, Inc., and Hotcakes No. 29, Inc., (collectively, "Defendants" or "Employer") which are all doing business as "IHOP" restaurants in the State of California.

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[1] Hotcakes No. 1, Inc., Hotcakes No. 2, Inc., Hotcakes No. 3, Inc., Hotcakes No. 4, Inc., Hotcakes No. 5, Inc., Hotcakes No. 6, Inc., Hotcakes No. 7, Inc., Hotcakes No. 8, Inc., Hotcakes No. 9, Inc., Hotcakes No. 10, Inc., Hotcakes No. 11, Inc., Hotcakes No. 12, Inc., Hotcakes No. 13, Inc., Hotcakes No. 15, Inc., Hotcakes No. 16, Inc., Hotcakes No. 17, Inc., Hotcakes No. 18, Inc., Hotcakes No. 21, Inc., Hotcakes No. 22, Inc., Hotcakes No. 23, Inc., Hotcakes No. 24, Inc., Hotcakes No. 26, Inc., Hotcakes No. 27, Inc., Hotcakes No. 28, Inc., and Hotcakes No. 29, Inc., (collectively, "Defendants") which are all doing business as "IHOP" restaurants in the State of California.

Plaintiff and other employees were employed as hourly, non-exempt employees at IHOP restaurant locations in the State of California, working as servers, hosts, bussers, cashiers, dishwashers, cooks, and other hourly, non-exempt related roles. Defendants have failed to pay minimum wages and overtime wages at the lawful regular rate of pay for all work performed, failed to provide compliant duty-free meal periods, failed to authorize and permit rest periods, failed to reimburse required expenses (including cellular telephone usage/data), failed to pay all wages owed each and every pay period, failed to provide accurate, compliant, itemized wage statements, failed to pay all wages owed upon separation of employment, failed to establish, implement, and maintain an effective injury prevention program, and failed to adopt a comprehensive workplace violence prevention plan (WVPP), all in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee Patricia Dominguez ("Plaintiff" or "Employee") was employed by Defendants as an hourly, non-exempt employee at their IHOP restaurant location located at: 3335 Midway Dr., San Diego, CA 92110 from approximately October 14, 2022 until her separation on or about August 12, 2025. Plaintiff was assigned the job title of hostess. At the commencement of her employment in 2022, Plaintiff earned $15.00 per hour and at the end of her employment she earned $17.25 per hour.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked in Violation of Labor Code Sections 1194 and 1197*

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." Labor Code section 1194 states, "...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."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer's policies, practices, and/or procedures.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency

("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5, and 9).

2. *Failure to Pay Overtime Wages for Overtime Hours Worked and/or Failure to Pay Overtime Wages at the Proper Overtime Rate of Pay in Violation of Labor Code Section 510 and 1194*

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

> "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight 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 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

> The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, "...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."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer's policies, practices, and/or procedures.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, and 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5, and 9).

3. *Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. 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 such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.
- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.
- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over fifteen (15) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 and 5).

4. *Failure to Authorize or Permit Rest Periods and/or Failure to Pay Rest Period Premiums in Violation of Labor Code Section 226.7*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof…." Wage Order 4, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a net ten (10) minute uninterrupted duty-free rest breaks for every four (4) hours worked or major fraction thereof.
- Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Plaintiff and similarly situated employees work shifts over ten (10) hours.
- Failing to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a fourth uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Plaintiff and similarly situated employees work shifts over fourteen (14) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 and 5).

5. *Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802*

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, "An employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her or her obedience to the directions of the employer..."

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to use or purchase their own tools and/or resources in order to work for Employers, including but not limited to cell phones (including use of both the device and its data service) for work-related purposes - without reimbursing Employee and other current and former aggrieved California-based hourly non-exempt employees for such use.

Employers' aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers' violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

6. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code § 204*

Employee alleges that during her employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. Id. Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

7. *Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code § 226*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to her or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(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 her 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 (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…."

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5, and 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. *Failure to Timely Pay All Earned Wages Due at Time of Separation of Employment in Violation of Labor Code §§ 201, 202, and 203*

Labor Code section 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) continues, "[i]f an employee not having a written contract for a definite period quits her or her employment, her or her wages shall become due and payable not later than 72 hours thereafter…." Finally, Labor Code section 203(a) provides, "[i]f an employer willfully fails to pay…any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days…."

Employers committed direct violations of Labor Code section 203, through their policies, practices, and/or procedures, including, but not limited to failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees' final wages upon their separation from Employers.

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid her final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee's separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. *Employer's Other Violations of the California Labor Code*

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

This Notice Letter is provided to enable the Plaintiff to proceed with the Complaint filed in the Superior Court of California – County of San Diego on December 24, 2025, against Defendants as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved employees who worked for Defendants at IHOP restaurant locations in the State of California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiff and all aggrieved Class Members.

For the convenience of the LWDA and its investigation, Plaintiff is providing a true and correct copy of the Complaint filed by Plaintiff on December 24, 2025 in the Superior Court of California – County of San Diego which is attached hereto as **Exhibit 1**, which also **(i)** identifies the alleged violations, **(ii)** details the facts and theories which support the alleged violations, **(iii)** details the specific work performed by Plaintiff, **(iv)** sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and **(v)** sets forth the illegal practices used by Defendants. This information provides additional notice to the LWDA of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

Attachment of **Exhibit 1** herein is **NOT** meant to act as "service" of the Complaint on Defendants.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,
DYCHTER LAW OFFICES, APC

Alexander I. Dychter, Esq.
Attorneys for Plaintiff Patricia Dominguez

*encl: **Exhibit 1*** = copy of Complaint filed on December 24, 2025

Outlook

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Wed 12/24/2025 8:24 PM
To Alexander Dychter <alex@dychterlaw.com>

12/24/2025

LWDA Case No. LWDA-CM-1145994-25
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Patricia Dominguez
Employer: Hotcakes No. 10, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://urldefense.proofpoint.com/v2/url?u=https-3A__www.dir.ca.gov_dosh_complaint.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=4s486Ekag7Jqjb3sr1vHZsQo-Y4tTDpZqRAH_p9vtEE&m=3xnenUu65tQfhsHStDkz9So0IVVc29enWpbPSwow7wP0r9Nwa3sWRgKfyGNshUlK&s=ca2kj-oJDiEAXb3Lb3fcUVgYylF7ynj0HIaTx1tCyjE&e=

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=4s486Ekag7Jqjb3sr1vHZsQo-Y4tTDpZqRAH_p9vtEE&m=3xnenUu65tQfhsHStDkz9So0IVVc29enWpbPSwow7wP0r9Nwa3sWRgKfyGNshUlK&s=YzcoPwu6i2YkLrdT0SeuVBkMNdZRgS1bPSZ-bg9Dves&e=

Outlook

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Date Wed 12/24/2025 8:25 PM

To Alexander Dychter <alex@dychterlaw.com>

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1145994-25
Submission Type: PAGA Notice
Order Number: ORD-000346577
Total:$75.00
Card Type: Visa
Date: 12/24/2025

Billing Information
Name: Alexander Dychter
Email: alex@dychterlaw.com
Billing Address:
9820 Willow Creek Rd., Ste. 275
San Diego, California
92131

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Sent To
HOTCAKES NO. 10, INC., ET AL. c/o MICHAEL ALLEN

Street and Apt. No., or PO Box No.
4510 E. PACIFIC COAST HWY., STE. 290

City, State, ZIP+4®
LONG BEACH, ~~CA~~ CA 90804

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Patricia Dominguez v. Hotcakes No. 1, Inc. *dba* IHOP, *et al.*
Superior Court of California, County of San Diego
(*Case No. 25CU069797C*)

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 9820 Willow Creek Road, Suite 275, San Diego, California 92131.

On the date of execution hereof, I caused to be served the following attached document:

FIRST AMENDED COMPLAINT
[*All 25 Defendants*]

on the interested parties in this action, addressed as follows:

Defendant Hotcakes No. 1, Inc. *dba* IHOP, *et al.*
c/o: Ms. Nia K. Perkins, Esq.
Pettit Kohn Ingrassia Lutz & Dolin
11622 El Camino Real, #300
San Diego, CA 92130
E-Mail: nperkins@pettitkohn.com

Using the following service method(s):

[XX] BY ELECTRONIC SERVICE: The individual(s) listed above were served electronically with the document(s) listed above via e-mail. The transmission was reported as complete and without error. My electronic notification address is: Alex@DychterLaw.com

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

Executed on March 4, 2026, at San Diego, California.

Alexander I. Dychter