

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

DASHING DIVA FRANCHISE CORP., a New York Corporation;
DASHING DIVA, an unknown business entity; INVERO GROUP,
a California corporation; and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

MARIA SANCHEZ, individually, and on behalf of all other similarly
situated employees,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 13 2023

BY: Brian Summers
Brian Summers, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta.

Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
247 WEST 3RD STREET
SAN BERNARDINO, CALIFORNIA 92415

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

SCOTT ERNEST WHEELER (SBN 187998)
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

LAW OFFICE OF SCOTT ERNEST WHEELER
TELEPHONE: (909) 621-4988
FACSIMILE: (909) 621-4622

DATE: **SEP 13 2023**
(Fecha)

Clerk, by Brian Summers, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

BRIAN SUMMERS

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

FILED

3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ other (specify):

- ☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

COPY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

SCOTT ERNEST WHEELER (SBN 187998)
LAW OFFICE OF SCOTT ERNEST WHEELER
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

TELEPHONE NO.: (909) 621-4988 FAX NO. (Optional): (909) 621-4622

E-MAIL ADDRESS: SEW@SCOTTWHEELERLAWOFFICE.COM

ATTORNEY FOR (Name): PLAINTIFF, MARIA SANCHEZ

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 13 2023

BY: Brian Summers
Brian Summers, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS: 247 WEST 3RD STREET

MAILING ADDRESS:

CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415

BRANCH NAME: SAN BERNARDINO - CIVIL DIVISION

CASE NAME: MARIA SANCHEZ V. DASHING DIVA FRANCHISE CORP., ET AL.,

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)

☐ **Limited**
(Amount
demanded is
\$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

CIV SB 2322105

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property
Damage/Wrongful Death) Tort

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☒ Other employment (15)

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse
condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the
above listed provisionally complex case
types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel e. ☐ Coordination with related actions pending in one or more
issues that will be time-consuming to resolve courts in other counties, states, or countries, or in a federal
court
c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): TEN CAUSES OF ACTION

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: SEPTEMBER 12, 2023

Scott Ernest Wheeler

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

SEP 13 2023

Brian Summers
BY: Brian Summers, Deputy

LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MARIA SANCHEZ, individually, and on
behalf of all other similarly situated
employees,

Plaintiff,

v.

DASHING DIVA FRANCHISE CORP., a
New York Corporation; DASHING DIVA, an
unknown business entity; INVERO GROUP, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NUMBER **CIV SB 2322105**

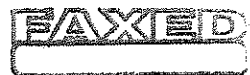
CLASS ACTION COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Timely Pay Wages
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Maintain Required Records
9. Unfair Business Practices

REPRESENTATIVE ACTION

10. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL



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Figure 1

1 wages due to discharged or quitting non-exempt employees, failure to maintain required records
2 and failure to provide accurate itemized wage statements.

3 13. Plaintiff is informed and believes, and thereon alleges, that Defendant Invero is,
4 and at all times relevant hereto were, is a corporation organized and existing under the laws of the
5 State of California. Defendant Invero is authorized to conduct business and does conduct business
6 in the State of California.

7 14. Plaintiff is informed and believes, and thereon alleges, that Defendant Dashing
8 Diva is, and at all times relevant hereto was, a corporation organized and existing under the laws
9 of the State of New York and licensed to do business in the State of California.

10 15. Plaintiff is informed and believes, and thereon alleges, that Defendant Diva is, and
11 at all times relevant hereto was, is an unknown business entity and licensed to do business in the
12 State of California.

13 16. During the statute of limitations period, Defendants have conducted business in the
14 State of California.

15 17. Defendants employ Class Members who work at Dashing Diva and Diva's
16 warehouses, retail stores and offices.

17 18. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
18 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
19 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
20 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
21 employer and/or joint employer of Plaintiff and the other aggrieved employees.

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

20. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants sued herein were, at all relevant times, the employer, owner, shareholder, principal, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The above co-Defendant, managing agents, and supervisors, aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

21. On July 7, 2023, Plaintiff provided Defendants with notice pursuant to Labor Code §2810.3 with regard to potential joint liability based upon violations of the Labor Code as provided herein. Defendant Invero, for all purposes of this action, is a the “labor contractor” pursuant to Labor Code §2810.3 and Defendants Dashing Diva and Diva are the “client employers” and shall share any and all civil liability for all of the Class Members supplied by Defendant Invero for any and all penalties imposed as a result of this action.

22. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of such DOE defendants when ascertained.

CLASS ACTION ALLEGATIONS

23. Plaintiff brings this action on behalf of herself, and the following similarly situated Class of individuals ("Class members"):

All non-exempt employees who directly hired by Dashing Diva and Diva and non-exempt employees were hired by Invero and assigned to work for Dashing Diva and Diva, at any time in the state of California during the relevant statute of limitations period.

24. Plaintiff reserves the right to name additional Class representatives as may be necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of

1 the proposed Class and/or add subclasses before the Court determines whether certification is
2 appropriate.

3 25. This action is appropriately suited for a class action because:

4 A. The proposed Class is a significant number. Plaintiff is informed and
5 believes that the proposed Class consists of at least 150 current and former non-exempt
6 employees. Joinder of all current and former non-exempt employees individually would be
7 impractical and this action is the most efficient way to prosecute the action.

8 B. This action involves common questions of law and fact to the proposed
9 Class because the action focuses on the Defendants systematic course of illegal payroll practices
10 and policies, which was applied to all non-exempt employees in uniform violation of the
11 California Labor Code, IWC Wage Orders, and the California Business and Professions Code,
12 which prohibits unfair business practices arising from such violations. Here are a few common
13 questions of law and fact that can be answered on a classwide basis:

- 14 • Whether Defendants failed to provide non-exempt employees with
15 legally compliant meal periods and rest breaks;
- 16 • Whether Defendants failed to pay overtime to non-exempt
17 employees in compliance with California law;
- 18 • Whether Defendants failed to pay minimum wages to non-exempt
19 employees in compliance with California law
- 20 • Whether Defendant's unlawfully rounded down the time worked by
21 non-exempt employees;
- 22 • Whether Defendants failed to timely pay wages to non-exempt
23 employees in compliance with California law;
- 24 • Whether Defendants failed to maintain required records and accurate
25 wage statements for non-exempt employees; and
- 26 • Whether Defendants engaged in unfair and/or unlawful business
27 practices.

1 C. Plaintiff's claims are typical of the proposed Class because Defendants
2 subjected all of its non-exempt employees to the similar and overlapping violations of the
3 California Labor Code, the applicable IWC wage order, and the California Business and
4 Professions Code.

5 D. Plaintiff is able to fairly and adequately protect the interests of all members
6 of the proposed Class because it is in his best interests to prosecute the claims alleged herein to
7 obtain full compensation due to the proposed Class for all services rendered and hours worked.
8 Plaintiff has also retained counsel that is experienced in wage and hour class action litigation.

9 **FIRST CAUSE OF ACTION**
10 **Failure to Provide Required Meal Periods**
11 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; and All Applicable IWC**
12 **Wage Orders and Applicable Sections]**
13 **(On Behalf of Plaintiff and the Class Against all Defendants)**

14 26. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in paragraphs 1 through 25 (A) – (D).

16 27. During the statute of limitations period, as part of Defendants' unlawful policies
17 and practices to deprive their non-exempt employees of all wages earned and due, Defendants
18 required, permitted or otherwise suffered Plaintiff and Class members to perform work during
19 their meal periods, to completely skip their meal periods, to take late and short meal periods, and
20 Defendants have otherwise failed to provide the required meal periods to Plaintiff and Class
21 members as required under California Labor Code §§ 226.7, 512, and § 11 of the applicable IWC
22 Order.

23 28. Defendants have implemented several common policies and practices that have
24 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant meal
25 periods.

26 29. Defendants grossly understaff their warehouse such that non-exempt employees are
27 given so much work to complete that they regularly miss or take non-compliant meal periods. As
28 a direct consequence of this understaffing, Plaintiff and Class members have so much work to
complete within their scheduled shifts that they are forced to skip their meal periods altogether, to

1 take them after working longer than five (5) hours, to perform work during their meal periods, or
2 return to work after taking less than a thirty (30) minute meal period. Further, Defendants failed
3 to implement a meal period policy for work shifts longer than ten (10) hours or more.

4 30. Moreover, Defendants failed to implement adequate policies or procedures to
5 provide meal periods to its non-exempt employees. Among other things, Defendants overworked
6 Plaintiff and Class members and did not adequately advise them of their rights to take meal
7 periods, and systematically denied them the opportunity to take meal periods, including second
8 meal periods during shifts of ten hours or longer.

9 31. Defendants have also violated California Labor Code §§ 226.7, all applicable wage
10 orders and applicable sections, and the California Unfair Competition Law, Cal. Bus. & Prof.
11 Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and Class members who were not
12 authorized and permitted to take a complete, timely, uninterrupted meal period, in accordance with
13 the applicable wage order, one additional hour of compensation at the proper regular rate of pay
14 for each workday that such a meal period was not authorized or permitted.

15 32. Defendants further violated California Labor Code sections 226.7, 510, 1194, 1197,
16 and all applicable IWC Wage Orders, by failing to compensate Plaintiff and Class members for all
17 hours worked during their meal periods.

18 33. As a proximate result of the aforementioned violations, Plaintiff and Class
19 members have been damaged in an amount according to proof at trial, and seek all wages earned
20 and due, interest, penalties, expenses, and costs of suit.

21 **SECOND CAUSE OF ACTION**

22 **Failure to Provide Required Rest Breaks**

23 **[Cal. Lab. Code §§ 226.7, 512; and All Applicable IWC Wage Orders
and Applicable Sections]**

24 **(On Behalf of Plaintiff and the Class Against all Defendants)**

25 34. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 33.

27 35. At all times relevant herein, as part of Defendants' illegal policies and practices to
28 deprive its non-exempt employees of all wages earned and due, Defendants failed to permit

1 Plaintiff and Class members to take rest breaks as required under California Labor Code §§ 226.7
2 and 512, and § 12 of all applicable IWC Wage Orders.

3 36. As with meal periods, Defendants' policies and practices caused Plaintiff and Class
4 members to miss or otherwise take non-compliant rest periods by, among other things, giving
5 them unreasonable amounts of work that had to be completed within their shift such that rest
6 periods simply could not be taken. This was the result of systematic understaffing at the
7 warehouse. Further, as set forth above, Defendants implemented skeletal staffing policies, which
8 resulted in the inability of Plaintiff and Class members to take compliant rest periods. In addition,
9 Defendants did not adequately notify Plaintiff and Class members of their rights to take rest
10 periods, and systematically denied them the opportunity to take rest periods, including all rest
11 periods required during long shifts, which at times exceeded twelve (12) consecutive hours.

12 37. Defendants further violated California Labor Code § 226.7, § 12, all other
13 applicable IWC Wage Orders and the California Unfair Competition Law, Cal. Bus. & Prof. Code
14 §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest
15 break, in accordance with the applicable wage order, one additional hour of compensation at the
16 proper regular rate of pay for each workday that a rest break was not provided.

17 38. As a proximate result of the aforementioned violations, Plaintiff and Class
18 members have been damaged in an amount according to proof at trial, and seek all wages earned
19 and due, interest, penalties, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay Overtime Wages**

22 **[Cal. Lab. Code §§ 510, 1194, 1198; and All Applicable IWC Wage Orders
and Applicable Sections]**

23 **(On Behalf of Plaintiff and the Class against all Defendants)**

24 39. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in paragraphs 1 through 38.

26 40. Pursuant to California Labor Code §§ 510, 1194, and all applicable wage orders
27 and applicable sections, Defendants are required to compensate Plaintiff and Class members for all
28 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours

1 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
2 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
3 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
4 seventh consecutive day of work in any workweek.

5 41. Plaintiff and Class members are current and former non-exempt employees entitled
6 to the protections of California Labor Code §§ 510, 1194, and all applicable IWC Wage Orders.
7 During the statute of limitations period, Defendants failed to compensate Plaintiff and Class
8 members for all overtime hours worked as required under the foregoing provisions of the
9 California Labor Code and IWC Wage Order by, among other methods: failing to pay any
10 overtime compensation; failing to properly calculate the regular rate of pay for the purposes of
11 calculating overtime pay owed and due; requiring, permitting or suffering Plaintiff and Class
12 members to work off the clock; illegally rounding time so as to deprive Plaintiff and the Class
13 members of wages; requiring, suffering, or permitting Plaintiff and Class members to work
14 through meal and rest periods but not compensating them for this time, failing to include this time
15 in all hours worked; and other methods to be discovered.

16 42. In a short-sighted attempt to maximize profits, Defendants have understaffed their
17 facilities. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
18 also caused Plaintiff and Class members to perform significant amounts of work while off-the-
19 clock. Defendants know that Plaintiff and Class members perform this work off-the-clock work
20 because managers see them doing this work well before the beginning the start of their scheduled
21 shifts.

22 43. Defendants have also engaged in an unlawful time rounding practice, where the
23 time worked by Plaintiff and Class members is systematically rounded down, resulting in unpaid
24 regular and overtime wages. Defendants implement a rounding practice wherein it rounds the
25 time worked by non-exempt employees to the nearest quarter-hour. Defendants pay Plaintiff and
26 Class members based on rounded time.

27 44. Plaintiff and Class members must get to work by no later than the start of their
28 shifts and usually earlier. Thus, they are not afforded the benefit of clocking in for work a few

1 minutes late. Likewise, Plaintiff and Class members are in a rush to complete their mandatory job
2 duties, so they are rarely afforded the benefit of clocking out early at the end of their shifts. This
3 results in the widespread underpayment of time worked.

4 45. In violation of California law, Defendants have knowingly and willfully refused to
5 perform their obligations to compensate Plaintiff and Class members for all wages earned and all
6 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
7 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment
8 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
9 Defendants to fully perform their obligations under state law, all to their respective damages in
10 amounts according to proof at time of trial, and within the jurisdiction of this Court.

11 46. Defendants' conduct described herein violates California Labor Code §§ 510, 1194,
12 1198 and all applicable IWC Wage Orders and applicable sections. Therefore, pursuant to
13 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under
14 the California Labor Code and IWC Wage Orders, Plaintiff and Class members are entitled to
15 recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties,
16 attorneys' fees, expenses, and costs of suit.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay Minimum Wages**

19 **[Cal. Lab. Code §§ 1194, 1197; All Applicable IWC Wage Orders and Applicable Sections]**
20 **(On Behalf of Plaintiff and the Class against all Defendants)**

21 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 46.

23 48. Pursuant to Cal. Lab. Code §§ 1194, 1197, and all applicable IWC Wage Orders
24 and applicable sections, payment to an employee of less than the applicable minimum wage for all
25 hours worked in a payroll period is unlawful.

26 49. During the statute of limitations period, the hourly rates for Plaintiff and Class
27 members were precisely at minimum wage. Based on this common practice, Defendants failed to
28 actually pay Plaintiff and Class members minimum wages for all hours worked by requiring,
permitting or suffering them to work off-the-clock, such as requiring them to work through meal,

1 rest breaks, but not compensating them for this time, and failing to include this time in all hours
2 worked, engaging in illegal and unlawful rounding practice, and other methods to be discovered.

3 50. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and
4 all applicable IWC Wage Orders and applicable sections. As a proximate result of the
5 aforementioned violations, Plaintiff and other aggrieved employees have been damaged in an
6 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
7 226, 558, 1194, 1197.1, and any other applicable law, Plaintiff and other aggrieved employees are
8 entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest,
9 penalties, attorneys' fees, expenses, and costs of suit.

10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay Timely Wages**

12 **[Cal. Lab. Code §§ 204, 210]**

(On Behalf of Plaintiff and the Class against all Defendants)

13 51. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 50.

15 52. Cal. Lab. Code § 204 provides that all wages earned by any person in any
16 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
17 due upon termination of an employee, are due and payable between the 16th and 26th day of the
18 month during which the labor was performed. Cal. Lab. Code § 204 further provides that all wages
19 earned by any person in any employment between the 16th and the last day, inclusive, of any
20 calendar month, other than those wages due upon termination of an employee, are due and payable
21 between the 1st and the 10th day of the following month. Cal. Lab. Code § 204 further provides that
22 all wages earned for labor in excess of the normal work period shall be paid no later than the payday
23 for the next regular payroll period.

24 53. At all times relevant herein, Defendant, among other things, willfully failed to pay
25 Plaintiff and Class members all wages earned and due to them, including, *inter alia*, meal period
26 and rest break premium payments, regular and overtime wages, and payment for work performed
27 off-the-clock, within any time period permissible under Cal. Lab. Code § 204.

54. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and Class members are entitled to all available statutory penalties, including civil penalties pursuant to Cal. Lab. Code §§ 200, 210, 558, 1194, 1197.1, and other applicable provisions under the California Labor Code and applicable IWC Wage Order(s), and an award of costs, expenses, and reasonable attorneys' fees.

SIXTH CAUSE OF ACTION
Failure to Pay All Wages Due to Discharged and Quitting Employees
[Cal. Lab. Code §§ 201, 202, 203]
(On Behalf of Plaintiff and the Class against all Defendants)

55. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 54.

56. Pursuant to California Labor Code §§ 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

57. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee quits his or her employment, unless the employee provided seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

58. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) workdays.

59. During the statute of limitations period, Defendants have willfully failed to pay accrued wages and other compensation to Plaintiff and Class members in accordance with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide Plaintiff and Class members with their final paychecks within the timeframes required under California law. In addition, because Defendants have failed and continue to fail to properly

1 compensate Plaintiff and Class members for all hours worked when due, overtime wages, and
2 compensation for non-compliant meal and rest breaks, Defendants have also willfully failed and
3 continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in
4 accordance with California Labor Code §§ 201 and 202.

5 60. As a result, Plaintiff and Class members are entitled to all available statutory
6 penalties, including the waiting time penalties provided in California Labor Code § 203, together
7 with interest thereon, as well as other available remedies.

8 61. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and
9 Class members have been deprived of compensation in an amount according to proof at the time
10 of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts,
11 plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

12 **SEVENTH CAUSE OF ACTION**

13 **Failure to Furnish Accurate Itemized Wage Statements**
14 **[Cal. Lab. Code §§ 226; and All Applicable IWC Wage Orders and Applicable Sections]**
(On Behalf of Plaintiff and the Class against all Defendants)

15 62. Plaintiff incorporates herein by specific reference, as though fully set forth, the
16 allegations in paragraphs 1 through 61.

17 63. During the statute of limitations period, Defendants routinely failed to provide
18 Plaintiff and Class members with timely, accurate, and itemized wage statements in writing
19 showing each employee's gross wages earned, total hours worked, all deductions made, net wages
20 earned, and all applicable hourly rates in effect during each pay period and the corresponding
21 number of hours worked at each hourly rate, in violation of California Labor Code § 226 and all
22 applicable IWC Wage Orders and applicable sections.

23 64. Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the
24 applicable rates of pay for regular and overtime hours worked by Plaintiff and aggrieved
25 employees. Further, Defendants were and are not providing Plaintiff and other aggrieved
26 employees with proper meal periods and rest breaks but intentionally fails to include in their wage
27 statements one (1) additional hour of compensation at their regular rates of pay for each non-
28 compliant meal period or rest break which include but not limited to, shift differentials,

1 nondiscretionary bonuses, etc., and failing to pay all wages due based upon Defendants illegal and
2 unlawful rounding policy which favored Defendants. These are violations of Labor Code §226.

3 65. Defendants knowingly and intentionally failed to provide Plaintiff and Class
4 members with timely, accurate, and itemized wage statements in accordance with California Labor
5 Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine whether
6 they were being paid for, among other things, all of the hours they worked and at the proper rates
7 of pay.

8 66. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and
9 Class members have been damaged in an amount according to proof at trial, and seek all wages
10 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
11 available penalties, including but not limited to penalties pursuant to California Labor Code §§
12 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
13 including but not limited to those provided in California Labor Code § 226(e), as well as other
14 available remedies.

15 **EIGHTH CAUSE OF ACTION**
16 **Failure to Maintain Required Records**
17 **[Cal. Lab. Code §§ 226, 1174; and All Applicable IWC Wage Orders**
18 **and Applicable Sections]**
19 **(On Behalf of Plaintiff and the Class against all Defendants)**

20 67. Plaintiff incorporates herein by specific reference, as though fully set forth, the
21 allegations in paragraphs 1 through 66.

22 68. During the statute of limitations period, as part of Defendants' illegal payroll
23 policies and practices to deprive Plaintiff and Class members of all wages earned and due,
24 Defendants knowingly and intentionally failed to maintain records as required under California
25 Labor Code §§ 226, 1174, and all applicable IWC Wage Orders and applicable sections, including
26 but not limited to, the following records: total daily hours worked by each non-exempt employee;
27 applicable rates of pay; all deductions; meal periods; time records showing when each non-exempt
28 employee begins and ends each workday; failing to maintain records regarding supplemental
COVID-19, and accurate itemized wage statements.

69. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

NINTH CAUSE OF ACTION
Unfair and Unlawful Business Practices
[Cal. Bus. & Prof. Code § 17200 *et. seq.*]
(On Behalf of Plaintiff and the Class against all Defendants)

70. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 69.

71. Each and every one of Defendants acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but not limited to, Defendants failure to provide required meal and rest breaks, failure to pay proper overtime compensation, unlawful rounding and requiring off-the-clock work, failure to pay all wages due to discharged or quitting employees or to pay timely wages, failure to furnish accurate itemized wage statements or to maintain required records all constitute an unfair and unlawful business practice under California Business and Professions Code § 17200 *et seq.*

72. As a further unfair business practice, Defendant further violated Labor Code § 2810.5. Labor Code § 2810.5 requires employers to provide notice to employees of their rate(s) of pay, designated pay day, the employer's intent to claim allowances (meal or lodging allowances) as part of the minimum wage, and the basis of wage payment (whether paying by hour, shift, day, week, piece, etc.), including any applicable rates for overtime. The law requires that the notice contain the employer's "doing business as" names, and that it be provided at the time of hiring and within 7 days of a change if the change is not listed on the employee's pay stub for the following pay period. The notice must be provided in the language the employer normally uses to communicate employment-related information to the employee, through translated notices

1 provided by the Department of Labor. Defendants failed to comply with California Labor Code §
2 2810.5 by simply not providing the required accurate notice to Plaintiff and Class members at any
3 time during their employment.

4 73. Defendants' violations of California wage and hour laws constitute a business
5 practice because the aforementioned acts and omissions were done repeatedly over a significant
6 period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

7 74. Among other practices, Defendants have avoided payment of wages, overtime
8 wages, the provision of meal and rest breaks, and other benefits as required by the California
9 Labor Code, the California Code of Regulations, and the applicable IWC Wage Orders. Further,
10 Defendants have failed to record, report, and pay the correct sums of assessment to the state
11 authorities under the California Labor Code and other applicable regulations.

12 75. As a result of these unfair and unlawful business practices, Defendants have reaped
13 unfair and illegal profits during the Class period at the expense of Plaintiff and Class members,
14 and members of the public. Defendants should be made to disgorge its ill-gotten gains and to
15 restore them to Plaintiff and Class members.

16 76. Defendants' unfair and unlawful business practices entitle Plaintiff and Class
17 members to seek preliminary and permanent injunctive relief, including but not limited to orders
18 that Defendants account for, disgorge, and restore to Plaintiff and Class members the wages and
19 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
20 restitution of all monies to be disgorged from Defendants in an amount according to proof at the
21 time of trial.

22 **TENTH CAUSE OF ACTION**
23 **Representative Action for Civil Penalties**
24 **[Cal. Lab. Code §§ 2698- 2699.5]**
25 **(On Behalf of Plaintiff and all Other Aggrieved Employees against all Defendants)**

26 77. Plaintiff incorporates herein by specific reference as though fully set forth the
27 allegations in paragraphs 1 through 76, with exception of the allegations in Paragraphs 23 through
28 25 (A)-(D).

1 78. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code
2 § 2699(c), and is a proper representative to bring a civil action on behalf of herself and other
3 current and former non-exempt employees of Defendants pursuant to the procedures specified in
4 California Labor Code § 2699.3, because Plaintiff was employed by Defendants and the alleged
5 violations of the California Labor Code were committed against Plaintiff.

6 79. In addition to the foregoing violations of the California Labor Code and IWC Wage
7 Order, Defendants also failed to provide supplemental COVID-19 sick leave. As of March 29,
8 2021, Employers employ 26 or more aggrieved employees. As such, Employers are required to
9 provide 80 hours of COVID-19 supplemental paid sick leave and compensate aggrieved
10 employees at their regular rate of pay for supplemental sick leave, i.e. highest regular rate of pay,
11 taking into consideration non-discretionary bonuses, etc. See, California Labor Code
12 §248.1(b)(3)(A). Employers have an obligation to provide COVID-19 supplemental sick leave in
13 addition to regular sick leave. See, California Labor Code §248.1(b)(2)(D). Moreover, based
14 upon the incorporation of California Labor Code §246 into California Labor Code
15 §248.1(b)(2)(D), starting on March 29, 2021 or shortly thereafter, Employers are required to
16 accurately reflect any offset and/or the current amount of COVID-19 supplemental sick leave
17 available to the aggrieved employees. See, California Labor Code §248.1(b)(2)(D). Further,
18 Employers are prohibited from requiring aggrieved employees from using any other paid or
19 unpaid leave, paid time off, or vacation time provided by Employer before the aggrieved
20 employees were provided, used or in lieu of COVID-19 supplemental paid sick leave. See,
21 California Labor Code §248.1(b)(4). Defendants violated California Labor Code §§248.1, 248.2,
22 248.3 and 248.6 also for the reasons provided herein. Defendants failed to provide Plaintiff and
23 the other Aggrieved Employees with COVID-19 supplemental paid sick leave. Further,
24 Defendants failed to list and itemize COVID-19 supplemental paid sick leave on the wage
25 statements for the other Aggrieved Employees and also failed to pay the Aggrieved Employees
26 COVID-19 supplemental sick leave at their regular rate of pay. Defendants also failed to provide
27 the Aggrieved Employees of their rights under California law with regard to COVID-19
28

1 supplemental sick leave and hours relating thereto, and thus aggrieved employees were left in the
2 dark as to if or how much COVID-19 supplemental paid sick leave was available to them.

3 80. Defendants further failed to provide suitable seating at Dashing Diva and Diva's
4 facilities. Accordingly, IWC Wage Order No. 1-2001, § 14 provides:

5 “(A) All working employees shall be provided with suitable seats when the
6 nature of the work reasonably permits the use of seats.”

7 “(B) When employees are not engaged in the active duties of their employment
8 and the nature of the work requires standing, an adequate number of suitable seats
9 shall be placed in reasonable proximity to the work area and employees shall be
permitted to use such seats when it does not interfere with the performance of their
duties.”

10 Defendants failed to provide suitable seating for Aggrieved Employees to rest and take their meal
11 and rest periods during working hours. Employers failed to provide suitable seating by not
12 providing any seats or stools at the workstations provided by Employers to Ms. Sanchez and other
13 aggrieved employees. The nature of the work reasonably permits the use of seats to Ms. Sanchez
14 and the other aggrieved employees with regard to the performance of their duties and
15 responsibilities. To the extent that the use of seats could interfere with their work duties, at all
16 times herein it is and has been reasonable for Employers to place seats in reasonable proximity to
17 work areas to be used by Ms. Sanchez and other aggrieved employees when doing so would not
18 interfere with their job duties and responsibilities.

19 81. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
20 Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to
21 penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 1174.5, 1197.1, 1199, 1400 and
22 applicable IWC Wage Orders, § 20, from Defendants in a representative action for the violations
23 set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203,
24 226, 226.7, 510, 512, 1174, 1194, 1197, 1198 and 2810.5. Plaintiff is also entitled to an award of
25 reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

26 82. Pursuant to California Labor Code §§ 2699.3, on July 7, 2023, Plaintiff gave
27 written notice by certified mail to the California Labor and Workforce Development Agency
28 (“LWDA”) and Defendants of the specific provisions of the California Labor Code and IWC

1 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
2 violations. Within sixty-five (65) calendar of the postmark date of Plaintiff's notice letter, the
3 LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations.
4 Therefore, Plaintiff has complied with all of the requirements set forth in California Labor Code §
5 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly
8 situated, respectfully prays for relief against Defendants and DOES 1 through 50, inclusive, and
9 each of them, as follows:

- 10 1. For compensatory damages in an amount to be ascertained at trial;
- 11 2. For restitution of all monies due to Plaintiff and Class members, as well as
12 disgorged profits from the unfair and unlawful business practices of Defendants;
- 13 3. For meal and rest break compensation pursuant to California Labor Code § 226.7
14 and all applicable IWC Wage Orders and applicable sections;
- 15 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 16 5. For preliminary and permanent injunctive relief enjoining Defendants from
17 violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and
18 from engaging in the unlawful business practices complained of herein;
- 19 6. For waiting time penalties pursuant to California Labor Code § 203;
- 20 7. For statutory and civil penalties according to proof, including but not limited to all
21 penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 354, 558, 1174.5,
22 1197.1, and 2699;
- 23 8. For interest on the unpaid wages at 10 percent per annum pursuant to California
24 Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable
25 provision providing for pre-judgment interest;
- 26 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
27 218.5, 226, 1194, 2802, and 2699, and California Civil Code § 1021.5, and/or any other applicable
28 provisions providing for attorneys' fees and costs;

2 11. For an order requiring and certifying the First through Tenth Causes of Action as a
3 class action;

4 12. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
5 Class counsel; and

6 13. For such further relief that the Court may deem just and proper.

7 | DEMAND FOR JURY TRIAL

8 Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial
9 with respect to all issues triable of right by jury.

10 DATED: September 12, 2023

THE LAW OFFICE OF SCOTT ERNEST WHEELER

11 
12 By: _____
13 Scott Ernest Wheeler

Attorney for Plaintiff and the Putative Class

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

MARIA SANCHEZ, individually, and on behalf of all
other similarly situated employees,

CASE NO.:

CIV SB 2322105

vs.
DASHING DIVA FRANCHISE CORP., a New York Corporation; DASHING
DIVA, an unknown business entity; INVERO GROUP, a California
corporation; and DOES 1 through 50, inclusive,

CERTIFICATE OF ASSIGNMENT

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the
residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the **SAN BERNARDINO - CIVIL DIVISION**
District of the Superior Court under Rule 131 and General Order of this court for the checked reason:

☒ General

☐ Collection

Nature of Action

Ground

- | | |
|---|---|
| ☐ 1. Adoption | Petitioner resides within the district. |
| ☐ 2. Conservator | Petitioner or conservatee resides within the district. |
| ☐ 3. Contract | Performance in the district is expressly provided for. |
| ☐ 4. Equity | The cause of action arose within the district. |
| ☐ 5. Eminent Domain | The property is located within the district. |
| ☐ 6. Family Law | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 7. Guardianship | Petitioner or ward resides within the district or has property within the district. |
| ☐ 8. Harassment | Plaintiff, defendant, petitioner or respondent resides within the district. |
| ☐ 9. Mandate | The defendant functions wholly within the district. |
| ☐ 10. Name Change | The petitioner resides within the district. |
| ☐ 11. Personal Injury | The injury occurred within the district. |
| ☐ 12. Personal Property | The property is located within the district. |
| ☐ 13. Probate | Decedent resided or resides within or had property within the district. |
| ☐ 14. Prohibition | The defendant functions wholly within the district. |
| ☐ 15. Review | The defendant functions wholly within the district. |
| ☐ 16. Title to Real Property | The property is located within the district. |
| ☐ 17. Transferred Action | The lower court is located within the district. |
| ☐ 18. Unlawful Detainer | The property is located within the district. |
| ☐ 19. Domestic Violence | The petitioner, defendant, plaintiff or respondent resides within the district. |
| ☒ 20. Other Employment | The cause of action arose within the district. |
| ☐ 21. THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT. | |

The address of the accident, performance, party, detention, place of business, or other factor which qualifies
this case for filing in the above-designated district is:



Dashing Diva

1405 S Hudson Ave

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Ontario

California

91761

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed

on September 12, 2023

at Claremont

, California.

Signature of Attorney/Party



**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO**

San Bernardino District
247 West 3rd St
San Bernardino CA 92415
www.sb-court.org
909-708-8678

Sanchez -v- Dashing Diva Franchise Corp et al

NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT

Case Number

CIVSB2322105

LAW OFFICE OF SCOTT ERNEST WHEELER
250 WEST FIRST STREET
SUITE 216
CLAREMONT CA 91711

This case has been assigned to: Jeffrey R Erickson in Department S14 - SBJC for all purposes.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference on:

Hearing Date: 03/13/2024 at 8:30 AM in Department S14 - SBJC

Date: 9/13/2023

By:


Brian Summers, Deputy Clerk

CERTIFICATE OF SERVICE

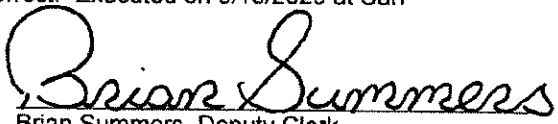
I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above-listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above-listed notice by:

- ☐ Enclosed in a sealed envelope mailed to the interested party addressed above for collection and mailing this date, following standard Court practices.
- ☐ Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above or as shown on the attached listing.
- ☒ A copy of this notice was given to the filing party at the counter.
- ☐ A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file-stamped documents.

Date of Mailing: 9/13/2023

I declare under penalty of perjury that the forgoing is true and correct. Executed on 9/13/2023 at San Bernardino, CA.

By:


Brian Summers, Deputy Clerk

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (Name): FAX NO. (Optional):	TRIAL SETTING CONFERENCE DATE: _____ UNLIMITED CASE: _____ LIMITED CASE: _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INITIAL TRIAL SETTING CONFERENCE STATEMENT			

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. This document must be filed and served at least 15 days prior to the trial setting conference date.

1. Party or parties (answer one):
 - a. ☐ This statement is submitted by party (name):
 - b. ☐ This statement is submitted jointly by parties (names):
2. Service of Complaint on all parties has ☐ has not ☐ been completed.
3. Service of Cross-Complaint on all parties has ☐ has not ☐ been completed.
4. Description of case in Complaint:
5. Description of case in Cross-Complaint:
6. Has all discovery been completed: Yes ☐ No ☐ Date discovery anticipated to be completed: _____
7. Do you agree to mediation? Yes ☐ No ☐ Please check type agreed to: Private: _____ Court-sponsored: _____
8. Related cases, consolidation, and coordination: Please attach a Notice of Related Case.

☐ A motion to ☐ consolidate ☐ Trial dates requested: Yes ☐ No ☐ Available dates: _____
 Time estimate: _____
9. Other issues:

☐ The following additional matters are requested to be considered by the Court:
10. Meet and Confer:

☐ The parties represent that they have met and conferred on all subjects required by California Rules of Court, Rule 3.724.
☐ The parties have entered into the following stipulation(s):
11. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the Initial Trial Setting Conference, including the written authority of the party where required.
 Date: _____

 (TYPE OR PRINT NAME)

 (SIGNATURE OF PARTY OR ATTORNEY)

 (TYPE OR PRINT NAME)

 (SIGNATURE OF PARTY OR ATTORNEY)