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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

EDMOND CARMONA, ABRAHAM
MENDOZA, ROGER NOGUEIRA,
THOMAS ARRIOLA, BURNETT
BRULEE, GYORGY DIAZ, DANIEL
ETCHEPARE, RAUL QUIROZ,
SANTOS FONSECA-ROMERO, MARC
MORAN, on behalf of themselves and all
others similarly situated, and all other
aggrieved employees,

Plaintiffs,

v.

DOMINO'S PIZZA, LLC, a Michigan
Corporation, and DOES 1-10, inclusive,

Defendants.

CASE NO. 8:20-cv-01905-JVS-
(JDEx)

Hon. James V. Selna

**SECOND AMENDED
CONSOLIDATED COMPLAINT
FOR:**

- (1) Failure to Pay All Wages for Work Performed**
- (2) Failure to Reimburse for necessary work expenditures (Cal. Labor Code Section 2802)**
- (3) Failure to Issue Accurate Itemized Wage Statements**
- (4) Failure to Pay Overtime Wages, (Cal. Labor Code. Sect. 1194, 1198)**
- (5) Failure to provide authorize Meal Periods, Cal Labor Code Sect. 226.7, 512**
- (6) Failure to Authorize and Permit Rest Periods, Cal. Labor Code. Sect. 226.7**
- (7) Waiting Time Penalties**

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**(8) Unfair Competition Under
Business & Professions Code
Section 17200**
**(9) Violation of California Private
Attorney General Act, (“PAGA”)**
DEMAND FOR JURY TRIAL

1 Plaintiffs Edmond Carmona, Abraham Mendoza, and Roger Nogueira,
2 Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, Raul Quiroz,
3 Santos Fonseca-Romero, and Marc Moran on behalf of themselves, all others
4 similarly situated, and all aggrieved employees (“Plaintiffs”), hereby file this
5 Consolidated Complaint¹ against defendant Domino’s Pizza, LLC and Does 1-10
6 (hereafter collectively referred to as “Domino’s” or “Defendants”). Plaintiffs are
7 informed and believe, and on that basis, allege as follows:

8 Plaintiffs bring this action on behalf of themselves and all others similarly
9 situated, and on behalf of all aggrieved employees under the Private Attorney
10 General Act (“PAGA”) against Defendants for their failure to pay all wages for work
11 performed, failure to reimburse their drivers for necessary expenditures, failure to
12 issue accurate itemized wage statements, and waiting time penalties. As a result,
13 Defendants have violated California statutory law as described below.

14 15 INTRODUCTION

16 1. Plaintiffs and the putative Sub-Classes, and all other aggrieved
17 employees, previously worked for or continue to work for Domino’s in the State of
18 California as delivery drivers or hourly, non-exempt employees. Defendant
19 Domino’s Pizza, LLC is a limited liability company organized under the law of the
20 State of Michigan. Domino’s operates as a pizza delivery company in the United
21 States. As of 2018, it operates approximately 14,800 stores in approximately 85
22 markets. It is headquartered in Ann Arbor, Michigan. Domino’s also operates as a
23 transportation services company, of sorts, providing delivery services for its
24

25 ¹ This complaint consolidates the allegations in *Carmona, et al. v. Domino’s Pizza,*
26 *LLC*, 8:20-cv-01905-JVS-JDE, and *Arriola, et al. v. Domino’s Pizza, LLC*, 08:23-
27 *cv-01358-JWH-KES*.
28

1 individual businesses throughout the nation, including California.

2 2. Plaintiffs Edmond Carmona, Abraham Mendoza, and Roger Nogueira,
3 Thomas Arriola, Burnett Brulee, Gyorgy Diaz, Daniel Etchepare, Raul Quiroz all
4 worked for Domino's Pizza, LLC as truck drivers within Domino's California
5 facilities. The primary function of Domino's truck drivers is to drive a truck/trailer
6 for the purpose of delivering and unloading various products (cheese, boxes, trays,
7 meats, dough, sauce, etc.). From a nationwide network of 16 supply chain centers,
8 Domino's supports its individual stores with more than 200 different products.
9 Delivery and Service drivers ("Drivers") drive a truck, usually over an established
10 route, to deliver these products to Domino's stores.

11 3. Each Driver is required to perform all pre-trip duties, including
12 reviewing Driver manifests, counting and checking customer invoices of products
13 that have been loaded, moving tractors to the loading dock to attach preloaded
14 trailers, completing required trailer temperature checks, and performing pre-trip
15 safety inspections according to DOT regulations. Next, each Driver is required to
16 drive to and deliver customer's orders and maintain adequate productivity rates to
17 meet strict delivery schedules. Then, each Driver must visually survey a customer's
18 site during the approach to determine hazards. The Drivers unload products from
19 the trailer with a hand truck or by hand and place items in designated customer
20 storage areas and verify delivery of correct items from the invoice and collect money
21 (checks) where required. Sometimes, the Drivers drive backhauls, which require
22 picking up product from vendors and returning them to the warehouse for receiving
23 while "staying within DOT Hours of Service." Drivers are required to attend
24 company meetings. Drivers perform all post-trip responsibilities, including
25 unloading damaged goods and customer returns and completing necessary
26 paperwork, performing safety checks on the truck and trailer, completing DOT logs,
27 and completing company vehicle maintenance reports (DVIR).

28 4. Domino's Drivers are also required to pick-up empty trays over the

1 course of their routes. Drivers are required to routinely pick-up empty trays during
2 their route. This work takes approximately 15-30 minutes.

3 5. Domino's does not adequately pay its Drivers for any of this work.
4 Plaintiff and other Drivers were all paid the same: piece-rate compensation based on
5 the number of miles and the weight of the load they carry. This pay structure is
6 permissible under California law so long as Domino's adequately pays its Drivers
7 for other non-driving work. It does not.

8 6. Instead, Domino's conveniently *assumes* it takes Drivers only a total of
9 45 minutes to complete their mandatory DOT pre-shift and post-shift safety
10 inspections. Thus, it pays Drivers for only 45 minutes of work at a flat rate of \$20
11 per hour. Then, it *assumes* Drivers only take 30-minutes for counting loads and
12 paperwork. Thus, Domino's only pays its Drivers a flat rate for 30 minutes of work
13 at a rate of \$20 per hour. Of course, Domino's issues these flat rate payments based
14 on estimates that have no basis in time records, or studies on how long it takes Driver
15 to complete all of this work. All of this work almost always exceeds 45 minutes for
16 a variety of reasons, including Drivers' trucks not being ready due to mechanical
17 issues, loads not being properly counted or loaded, or missing product. In addition,
18 Drivers are not paid for mandatory training and safety meeting that they are required
19 to attend at least 4-6 times per year. Moreover, Domino's does not separately pay
20 its Drivers for additional non-driving work such as counting cargo, traffic and
21 weather delays, and restocking refrigerated and room temperature items.

22 7. Domino's also does not adequately pay its Drivers for empty tray pick-
23 ups. Drivers are routinely required to pick-up empty trays during their routes. This
24 work takes approximately 15-30 minutes but Domino's only pays Drivers a flat-rate
25 of \$5 for this work. Like other non-driving tasks, Domino's does not track the time
26 it takes for Drivers to do this work, and thus, does not pay Drivers adequately for all
27 this work.

28 8. Accordingly, Domino's method of compensation which includes a

1 piece-rate plus flat-rate payments violates California law because it does not
2 adequately pay its Drivers for all of their working time. To mask its illegal pay
3 structure, Domino's does not track the amount of non-driving hours its Drivers work
4 during their shifts. Thus, it has no idea of the actual time it takes any one Driver to
5 perform, for example, his pre-shift duties and tray pick-ups. Domino's has a duty
6 to devise technological methods to record all time however small. Thus, these
7 violations result in Domino's failure to provide accurate, itemized wage statements
8 and its failure to pay all compensation due at the termination of employment.

9 9. Domino's knew it took Drivers longer to do this work and yet did not
10 adequately pay them for this time. For example, Mr. Arriola meticulously wrote
11 down any delay time or non-driving time he worked to notify Domino's that he
12 should be paid for this time. Although Domino's sporadically paid him for some of
13 this time, it did not regularly pay him for all of his non-driving time. Mr. Arriola
14 complained to Human Resources whenever he was not paid for all his non-driving
15 working time. But even after he followed up several times, he still was not paid for
16 all of his non-driving working time. No doubt this was the case for Domino's other
17 Drivers. In fact, other Drivers would ask for explanations about their pay but those
18 discussions were quickly shut down. Mr. Quiroz would also ask about why the pay
19 for tray pick-ups, which often took thirty minutes, was so low but he did not get any
20 satisfactory explanation. Mr. Diaz recalls he and other Drivers would ask about pay
21 but did not receive any explanation and recalls this type of questioning being
22 discouraged by management. Thus, it was difficult for Drivers to understand how
23 they were being paid, and if they were being paid correctly.

24 10. Domino's cannot reasonably claim it has no knowledge of this non-
25 productive work. It was sued in 2019 in *Silva, et al. v. Domino's Pizza, et al.*, Case
26 No. SACV 18-2145 JVS (JDEx). In that case, plaintiffs allege that Drivers were not
27 separately paid for non-driving work they were required to perform including pre-
28 trip and post-trip duties (which takes approximately 30 mins to an hour to complete

1 before and after their shifts); performing visually surveys of customer sites;
2 unloading products and verifying deliveries; driving backhauls; attending company
3 meetings including safety meetings at least 4-6 times per year; and waiting time on
4 routes (i.e. time spent waiting to unload and deliver product). *Silva* was ultimately
5 dismissed because the Court found no triable issues as to “whether Domino’s had
6 actual or constructive knowledge that Drivers routinely performed unpaid pre- and
7 postshift work.” Order Regarding Cross-Motions for Summary Judgment, p. 12. Of
8 course, this was 5 years ago. Domino’s has long been on notice through the
9 allegations in *Silva* and subsequent appeal that followed that Drivers are still
10 performing this non-driving work without being adequately paid.

11 11. Domino’s also fails to pay its drivers for the time spent in the sleeper
12 berth. Domino’s typically assigns a primary and secondary driver to longer routes.
13 The secondary driver is assigned to the sleeper berth. Secondary drivers are required
14 to log their time in the sleeper berth as “off-duty.” However, they are not actually
15 off-duty during this time. Both drivers are required to assist with performing all the
16 pre-trip duties including paperwork, checking invoices, checking the keys, counting
17 loads, fueling the tractor, retrieving missing product from the warehouse, securing
18 the load, and all other pre-trip duties. Moreover, Domino’s also requires the
19 secondary driver to exit the sleeper berth on the first stop to help the primary driver
20 unload cargo. The secondary driver frequently leaves the sleeper berth during the
21 route because the primary driver typically needs assistance to complete the route
22 within the time allotted by Domino’s.

23 12. Furthermore, drivers remain under Domino’s control even while in the
24 sleeper berth. The “sleeper berth” is a cramped bunk in the cab of a long-haul truck
25 where drivers must attempt to rest – often while the truck is being driven by a co-
26 worker. There are no restrooms in the sleeper berth. While in the sleeper berth,
27 Plaintiffs are still expected to answer their cell phones for work calls and remain
28 responsible for the safety of the truck and cargo.

1 13. In an analogous case seeking compensation for similar claims made
2 under a similar pay scheme, the District Court for the Northern District of California
3 ruled that time spent while logged in the truck’s “sleeper berth” was compensable
4 under California law because drivers were subject to the employer’s control while
5 in the “sleeper berth.” *Ridgeway v. Wal-Mart Stores, Inc.*, 107 F. Supp. 3d 1044,
6 1053 (N.D. Cal. 2015).

7 14. The Ninth Circuit subsequently affirmed the district court’s rulings that
8 time spent in the sleeper berths was compensable. *Ridgeway v. Walmart Inc.*, 946
9 F.3d 1066, 1081, 1083 (9th Cir. 2020).

10 15. Domino’s hourly, non-exempt employees who worked in the
11 warehouse suffered from many of these same Labor Code violations. Plaintiffs
12 Santos Fonseca-Romero and Marc Moran have worked for Defendants in California
13 as an hourly-paid, non-exempt employee. Marc Moran and Santos Fonseca-Romero
14 who worked as hourly, non-exempt warehouse workers for Domino’s Pizza LLC, a
15 Michigan Corporation. Mr. Moran worked for Domino’s from October 2017 –
16 November 2023. Mr. Romero worked for Domino’s as an hourly-paid, non-exempt
17 employee from approximately October 20, 2018, to the approximately May 2025.
18 Domino’s employs hourly, non-exempt workers (“warehouse workers”) like
19 Plaintiffs Moran and Romero to staff its distribution centers where goods that are
20 ultimately sent to its stores are inventoried, stored, and prepared for shipment.

21 16. Domino’s warehouse workers regularly performed work off the clock
22 without any pay. Warehouse workers often worked off-the-clock, before and after
23 their scheduled shifts to complete all the work they had to do. Moreover, warehouse
24 workers frequently has their meal and rest breaks interrupted, or they missed them
25 altogether, because they were called to prepare inventory and deliveries for
26 Domino’s truck drivers. This excess work, including performing work during their
27 lunch breaks, resulted in unpaid overtime.

28 17. Furthermore, Domino’s required its warehouse workers to work an

1 illegal, alternative workweek schedule. California Labor Code § 511 provides that
2 upon the proposal of an employer, the employees of an employer may adopt a
3 regularly scheduled alternative workweek that authorizes work for no longer than
4 10 hours per day within a 40-hour workweek without the payment of overtime. A
5 proposal to adopt an alternative workweek schedule shall be deemed adopted only
6 if it receives approval in a secret ballot election by at least two-thirds of affected
7 employees. Section 511 further states that (b) An affected employee working longer
8 than eight hours but not more than 12 hours in a day pursuant to an alternative
9 workweek schedule adopted pursuant to this section shall be paid an overtime rate
10 of compensation of no less than one and one-half times the regular rate of pay of the
11 employee for any work in excess of the regularly scheduled hours established by the
12 alternative workweek agreement and for any work in excess of 40 hours per week.
13 An overtime rate of compensation of no less than double the regular rate of pay of
14 the employee shall be paid for any work in excess of 12 hours per day and for any
15 work in excess of eight hours on those days worked beyond the regularly scheduled
16 workdays established by the alternative workweek agreement. Nothing in this
17 section requires an employer to combine more than one rate of overtime
18 compensation in order to calculate the amount to be paid to an employee for any
19 hour of overtime work.

20 18. Domino's utterly failed to meet the requirements of Section 511.
21 Warehouse workers were scheduled to work four days a week, ten hours per day.
22 But the reality is, warehouse workers often worked more than 10 hours per day, and
23 sometimes more than 12 hours per day. Domino's failed to pay these workers
24 overtime (much less the proper overtime rate) for the work they performed excess
25 of 8 per day, work performed in excess of the 10 hours per day, and work performed
26 in excess 40 hours per week. Domino's also failed to pay overtime (and/or the
27 proper overtime rate) for work done in excess of 12 hours per day, and any work in
28 excess of 8 hours per day on days outside the alternative work week schedule.

1 19. Domino's alternative work week schedule was also illegal because it
2 was not adopted by secret ballot, prior to the start of work, by at least a 2/3 vote of
3 the warehouse workers. Domino's did not make a disclosure in writing about the
4 schedule, much less any disclosure in Spanish when at least 5 percent of the affected
5 employees primarily spoke Spanish. Domino's also failed to mail any written
6 disclosures to the affected employees. Finally, Domino's did not hold meeting at
7 least 14 days prior to the vote to discuss the schedule.² As such, Domino's is liable
8 for its failure to implement a legal alternative work seek schedule and paying proper
9 overtime.

10 20. Domino's also failed to reimburse its warehouse workers for work-
11 related expenses including but not limited to the use of their personal cell phones.
12 Domino's required its warehouse workers to use their personal cell phones to
13 communicate with them about work-related matters throughout the workday.
14 Domino's did not reimburse them for the use of these cell phones even though
15 Domino's managers and supervisors contacted its workers on their cell phones about
16 work-related matters.

17 21. Similarly, Domino's fails to reimburse its drivers certain work-related
18 expenses including but not limited to the use of their personal cell phones. Drivers
19 are required to purchase their own cell phones to communicate with, and be
20 available for, Domino's. Rather than utilize equipment in the Drivers' trucks to
21 communicate with Drivers (which do not operate for communication while the truck
22 is moving), Domino's managers and dispatchers instead would regularly text or call
23 Drivers' personal cell phones to communicate with them while on the road.

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26 ²California Wage Orders 1-13, 16, and 17, section 3(C). *See also Vranish v. Exxon*
27 *Mobil Corp.* (Court of Appeal of California, Second Appellate District, Division
28 Two, 2014) 223 Cal. App. 4th 103.

Domino's knew this was a regular practice and yet failed to reimburse its Drivers for their personal cell phones. The same is true for non-exempt workers who regularly used their personal cell phones to communicate with Domino's regarding work-related matters.

22. These violations result in Domino's failure to provide accurate, itemized wage statements and its failure to pay all compensation due at the termination of employment.

23. Thus, since at least 2015 to the present Plaintiffs and the putative subclass, and all aggrieved employees have suffered common financial harm because of Domino's' violations of California's wage-and-hour law.

SPECIFIC VIOLATIONS OF THE CALIFORNIA LABOR CODE

24. ***Unpaid Wages:***

a. Non-driving work: Domino's has violated California Labor Code §§ 204, 210, 223, 510, 558, 1194, and 1197, 1197.1, 1194.2, 1198, 1199 and Wage Order 9-2001. California Labor Code §§ 204, 226.2 and 1197, and Wage Order 9-2001 require Domino's to pay Plaintiffs and other Drivers the contract wage (or at least minimum wage) for all wages due. Plaintiffs and other Drivers were not adequately paid for non-driving work they were required to perform. This work includes pre- and post-trip work that exceeds 30 minutes, tray pick-ups that Drivers are required to perform routinely that can take 15-30 minutes, and additional non-driving time such as delays and traffic for which Drivers were not paid. Drivers are not separately paid for this time, nor are they paid for the actual time it takes to perform his work. Instead, Ds are paid flat rates for this work. In addition, Drivers are not paid for mandatory training and safety meeting that they are required to attend at least 4-6 times per year.

b. Sleeper Berth: During the applicable statutory period, Plaintiffs worked as truck drivers for Defendant. As drivers they spent significant time

1 confined to “sleeper berths” in California without pay. Drivers were required to log
2 this time as “sleeper berth – off-duty” when in fact, they were not off-duty because
3 they were assisting with pre-trip duties, unloading the truck, and remaining
4 responsible for the truck and load.

5 25. Drivers are under the employer’s control while in the sleeper berth.
6 Accordingly, they are entitled to compensation for this time under California law.
7 *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 585 (2000).

8 26. Additionally, since the drivers were confined to one location during the
9 “sleeper berth” time, they were under Domino’s control. *Bono Enterprises, Inc. v.*
10 *Bradshaw*, 38 Cal.Rptr.2d 549 (Cal.Ct.App. 1995).

11 27. Furthermore, Plaintiffs were required to remain on call, vigilant, and at
12 the ready during their time in the “sleeper berth.” *Augustus v. ABM Security, Inc.*,
13 2 Cal.5th 257, 271 (2016) (holding that California law prohibits employers from
14 requiring employees to remain “on call, vigilant, and at the ready” during their rest
15 periods).

16 28. Defendant has violated the California Labor Code.

17 29. Plaintiff drivers are not paid for time spent in the sleeper berth.

18 30. Non-exempt Hourly Employees: Plaintiffs Romero and Moran and
19 other non-exempt hourly workers also performed work for which they were not paid
20 in violation of California Labor Code §§ 204, 210, 223, 510, 558, 1194, and 1197,
21 1197.1, 1194.2, 1198, 1199 and Wage Order 9-2001. These workers often worked
22 through their meal and rest periods, and performed work before and after they
23 logged out. As a result, Plaintiffs Romero and Moran and other non-exempt hourly
24 workers have claims for unpaid wages and unpaid overtime. Labor Code § 210
25 mandates that wages be paid at least twice a month, with specific deadlines for each
26 pay period. Domino’s has uniformly required warehouse workers to perform certain
27 work without any compensation whatsoever, and pay them for these wages at least
28 twice per month.

1 31. **Failure to Pay Overtime:** Domino's warehouse workers regularly work
2 overtime for which they are not paid. This is a result of Domino's illegal alternative
3 work week schedule, as well as the time workers spend performing work before and
4 after their shifts, and during their meal and rest breaks.

5 32. **Failure to Provide Meal and Rest Breaks:** Plaintiff warehouse workers
6 were regularly compelled to work in excess of five and ten hours a day without being
7 afforded at least half-hour meal periods in which they were completely relieved of
8 all duties as required by Labor Code § 226.7. The Plaintiffs were also regularly
9 permitted and compelled to work over a four-hour period (or a major fraction
10 thereof) without Domino's authorizing and permitting them to take paid ten-minute
11 rest periods in which they were completely relieved of all their duties as required by
12 Labor Code § 226.7. As explained above, these meal and rest breaks were often
13 interrupted by Domino's management or missed entirely because warehouse
14 workers were called to perform work tasks.

15 33. **Failure to Reimburse for Necessary Expenditures:** Domino's failed to
16 indemnify Plaintiffs for certain expenditures required for work including but not
17 limited to the use of personal cell phones, as required by Labor Code § 2802,
18 Defendants are required to reimburse these expenditures including, but not limited
19 to, attorney's fees incurred by the employee enforcing the rights granted by this
20 section. These expenditures shall be paid with interest that shall accrue from the date
21 on which the employee incurred the necessary expenditure or loss.

22 34. **Failure to Furnish Accurate Wage Statements:** Labor Code § 226(a)
23 requires employers to furnish each employee with a statement that accurately
24 reflects gross wages earned, the total number of hours worked, and the net wages
25 earned. Labor Code § 226(b) provides that if an employer fails to provide a statement
26 itemizing, *inter alia*, the total hours worked by the employee, then the employee is
27 entitled to recover the greater of all actual damages or \$50.00 for the initial violation
28 and \$100.00 for each subsequent violation, up to \$4,000.00. Labor Code § 226.6

1 provides that any employer who knowingly and intentionally violates the provisions
2 of Section 226, or any officer, agent, employee, fiduciary, or other person who has
3 the control, receipt, custody, or disposal of, or pays, the wages due any employee,
4 and who knowingly and intentionally participates or aids in the violation of any
5 provision of Section 226 is guilty of a misdemeanor and, upon conviction thereof,
6 shall be fined not more than one thousand dollars (\$1,000) or be imprisoned not to
7 exceed one year, or both, at the discretion of the court. That fine or imprisonment,
8 or both, shall be in addition to any other penalty provided by law.

9 35. Domino's intentionally failed to furnish and continue to intentionally
10 fail to furnish each Plaintiff with timely, itemized statements that accurately reflect
11 the gross wages earned, overtime hours, meal and rest break premiums, the total
12 number of hours worked and the net wages earned as required. For Drivers,
13 Domino's fails to include its Drivers' piece-rate, or actual hours worked directly on
14 the paystubs.

15 36. **Waiting Time Penalties:** Labor Code § 201 requires an employer who
16 discharges an employee to pay compensation due and owing to the employee
17 immediately upon discharge. Labor Code § 202 requires an employer to promptly
18 pay compensation due and owing within 72 hours of that employee's termination of
19 employment by resignation or otherwise. California Labor Code § 203 provides that
20 if an employer willfully fails to pay compensation promptly upon discharge or
21 resignation, then the employer is liable for waiting time penalties in the form of
22 continued compensation up to 30 workdays. Labor Code § 210 provides penalties
23 for any delay in paying wages. This allows current employees to recover penalties
24 for late payments. Domino's failed and refused, and continues to willfully fail and
25 refuse, to timely pay compensation and wages, including unpaid wages to the
26 Plaintiffs and other class members whose employment terminated as required. As a
27 result, Domino's is liable for waiting time penalties, together with interest and
28 attorneys' fees and costs under California Labor Code § 203 and § 210.

37. ***Failure to Keep Required Payroll Records:*** Domino's has violated Wage Order 9-2001 and California Labor Code §§ 226 and 1174 by willfully failing to keep required payroll records showing the actual hours worked on a daily basis, missed meal breaks, and any meal break premiums owed to Plaintiffs and other class members. Domino's is liable for civil penalties pursuant to California Labor Code §§ 1174.5 and 2698 in the amount of \$500.00 per violation.

THE PARTIES

38. Plaintiffs, the putative sub-classes, and all aggrieved employees worked for Domino's as Drivers or non-exempt hourly workers during the applicable liability period and were subject to the unlawful workplace conditions detailed above. The Plaintiffs' job responsibilities included making deliveries to Defendants' stores located throughout California. For non-exempt hourly workers, Plaintiffs work in Defendants' warehouse and handled inventory and deliveries to and from the warehouse.

39. Defendant Domino's is a Michigan corporation, doing business in California. Domino's is liable for the claims asserted herein because it employed Plaintiffs at all times relevant to this lawsuit. The claims in this lawsuit directly arise from Domino's' business practices in California. But for Domino's' doing business in California and employing Plaintiffs, the wage and hour violations that Plaintiffs alleged would not have occurred.

40. Plaintiffs sue DOES 1 through 10 under fictitious names. Their true names and capacities, whether individual, corporate, associate or otherwise, are unknown to Plaintiffs. When Plaintiffs ascertained their true names and capacities, they will seek permission from this Court to amend the Complaint to insert the true names and capacities of each fictitiously named defendant. Plaintiffs are informed and believe that each of these fictitiously named defendants is responsible in some

1 manner for the occurrences alleged herein, and that these defendants directly and
2 proximately caused Plaintiffs' damages.

3 41. On information and belief, at all times relevant to this Complaint,
4 Defendants, including the fictitiously named defendants, were the servants,
5 employees, joint employers, integrated employers, alter egos, successors-in-interest,
6 subsidiaries, affiliated companies or corporations, and joint venturers of the other
7 Defendants, and were, as such, acting within the course, scope and authority of each
8 other Defendant. Plaintiffs further alleges on information and belief that each of the
9 Defendants acted in concert with, and with the consent of, each of the other
10 Defendants, and that each of the Defendants ratified or agreed to accept the benefit
11 of the conduct of each of the Defendants.

12
13 **JURISDICTION AND VENUE**

14 42. Plaintiffs were employees of Domino's within the State of California
15 and was subject to the unlawful policies at some point during the past four years.

16 43. This Court has original jurisdiction over this action pursuant to 28
17 U.S.C. §1332(d), the Class Action Fairness Act ("CAFA").

18 44. Plaintiffs' claims are not subject to arbitration because they and other
19 Domino's delivery Drivers are engaged in interstate commerce and therefore exempt
20 from the application of the Federal Arbitration Act 9 ("FAA"). *See Carmona v.*
21 *Domino's Pizza, LLC*, 73 F.4th 1135 (9th Cir. July 21, 2023) (affirming the district
22 court's order denying Domino's motion to compel arbitration. Domino's Drivers are
23 transportation workers exempt from the FAA because they are engaged in interstate
24 commerce).

25 45. Venue is proper in this Court under 28 U.S.C. § 1391(b) as Defendant
26 regularly conducts business in this district and division, including contracting to
27 supply goods and services in California.

28 **CLASS ACTION ALLEGATIONS**

1 46. This action is maintainable as a class action pursuant to Fed. R. Civ. P.
2 Rule 23 as to claims for unpaid wages, the failure to issue accurate itemized
3 paystubs, and the failure to timely pay former and current employees. The Business
4 & Professions Code § 17200 claim is based upon three theories: (i) unfair conduct
5 as a result of the anti-competitive actions of Defendant, (ii) fraudulent behavior of
6 Defendant as defined by the UCL, and (iii) the unlawful failure to comply with the
7 California Labor Code. Plaintiffs are representative of those other employees and
8 are acting on behalf of their interests. These similarly situated employees are known
9 to Defendant and are readily identifiable and locatable through Defendant's own
10 employment records.

11 The Plaintiffs' Sub-Classes are defined as follows:

12 **Sub-Class A:**

13 **All California Drivers who performed work for Domino's under its**
14 **reimbursement policies from June 26, 2016 to the date of final**
15 **disposition.**

16 **Sub-Class B:**

17 **All California Drivers who performed work for Domino's under its**
18 **piece-rate compensation scheme from July 28, 2019 to the date of**
19 **final disposition.**

20 **Sub-Class C:**

21 **All California non-exempt hourly workers who performed work for**
22 **Domino's from August 27, 2020 to the date of final disposition.**

23 **Numerosity of Class**

24 47. The employees in the Sub-Classes identified above are so numerous that
25 joinder of all members is impracticable. Although the precise number of such
26 employees is unknown, the Plaintiffs believes that hundreds of employees fall within
27 the putative Sub-Classes. The exact number is easily ascertained from Defendant's
28 own employment records, which are presently within the control of Defendant.
Furthermore, upon application by Plaintiffs' counsel for certification of the Sub-

1 Classes, the Court may be requested to also incorporate Sub-Classes in the interest
2 of justice and judicial economy.

3 **Existence and Predominance of Common Questions of Fact and Law**

4 48. Common questions of law and fact exist as to the class members that
5 predominate over any questions only affecting them individually and include, but
6 are not limited to, the following:

7 a. Whether Defendant violated California Labor Codes §§ 204, 226,
8 1194, and 1197 by failing to separately and adequately pay Plaintiffs and Sub-Class
9 B Members for their non-driving work;

10 b. Whether Defendant violated California Labor Codes §§ 510, 511,
11 1194 and 1198 by failing to pay Sub-Class C Members all hours worked, including
12 minimum wages and overtime wages;

13 c. Whether Defendant violated California Labor Codes §§ 510, 511,
14 by failing to implement a lawful alternative work week schedule for Sub-Class C
15 Members;

16 d. Whether Defendant violated California Labor Code § 2802 by
17 failing to reimburse Plaintiffs' and Sub-Class A and Sub-Class C Members for all
18 necessary business expenditures;

19 e. Whether Defendant violation California Labor Code §§ 512,
20 226.7 by failing to provide rest periods to Sub-Class C Members;

21 f. Whether Defendant violation California Labor Code §§ 512,
22 226.7 by failing to provide meal periods and pay meal period premium wages to
23 Sub-Class C Members;

24 g. Whether Defendant violated Labor Code § 226(a) and (b) by
25 failing to issue Plaintiffs and Sub-Class B and Sub-Class C Members accurate,
26 itemized statement showing all hours worked;

27 h. Whether Defendant violated Labor Code §§ 226 and 1174 by
28 failing to keep accurate records of Plaintiffs' and Sub-Class B and Sub-Class C

Members' hours of work, gross wages earned, and net wages earned;

i. Whether Defendant violated Labor Code § 201-203 by failing to pay all wages due and owing at the time that Plaintiffs' and Sub-Class B and Sub-Class C Members' employment with Domino's was terminated;

j. Whether Defendant violated Business and Professions Code Section 17200 by engaging in the above-stated violations of the California Labor Code;

k. Whether Defendant violated the Private Attorney General Act ("PAGA") by engaging in the above-stated violations (not including alleged violations of Labor Code § 2802) of the California Labor Code;

l. What were the policies, practices, programs, procedures, protocols, and plans of Domino's regarding payment of all wages for all hours worked by its Drivers; and

m. The nature and extent of class-wide injuries and the measure of damages, restitution and disgorgement for the injuries.

n. The nature and extent of class-wide injuries and the measure of damages, restitution and disgorgement for the injuries.

Typicality

49. The claims of Plaintiffs are typical of the claims of the Sub-Classes they seek to represent. Plaintiffs and all Sub-Class Members work or have worked for Defendant as Drivers. Plaintiffs and all Sub-Class B Members have the same right to be compensated for non-driving work. Plaintiffs and all Sub-Classes A and C Members have the same rights to be reimbursed for all necessary work expenditures based upon California's wage and hour laws. Plaintiff and all Sub-Classes B and C Members have the same right to be issued accurate, itemized wage statements. In addition, Plaintiff and all Sub-Classes B and C Members have the same right to be paid all wages due at the end of their employment. Plaintiffs Romero and Moran and all Sub-Class C Members have the same right to be paid overtime and take their

1 lawfully entitled meal and rest breaks. Plaintiffs and all Sub-Class Members have
2 suffered damages and injury resulting from Defendant's wrongful conduct. In
3 addition, Plaintiffs and the Sub-Class Members are entitled to equitable relief, as
4 permitted by law, because Defendant's violations of state statutes have harmed the
5 Sub-Class Members and constitute an unfair business practice, especially when
6 compared to those competitors who comply with wage and hour laws.

7 **Adequacy**

8 50. Plaintiffs will fairly and adequately represent and protect the interests
9 of the Sub-Class Members. Plaintiffs have retained counsel competent and
10 experienced in complex class actions, and labor and employment litigation.

11 **Superiority**

12 51. A class action is superior to other available methods for the fair and
13 efficient adjudication of this litigation. The Sub-Class Members have been damaged
14 and are entitled to recovery as a result of Defendant's common and uniform policies,
15 practices and procedures. Although the relative damages suffered by individual Sub-
16 Class Members are not *de minimis*, such damages are small compared to the expense
17 and burden of individual prosecution of this litigation. Individual Plaintiffs may
18 lack the financial resources to vigorously prosecute a lawsuit against corporate
19 Defendants to recover such damages. Even if the individual Sub-Class Members
20 could afford to prosecute their claims separately, the court system could not. In
21 addition, class litigation is superior because it will obviate the need for unduly
22 duplicative litigation that might result in inconsistent judgments about Defendant's
23 practices.

24 **FIRST CAUSE OF ACTION**
25 **FAILURE TO PAY ALL WAGES**

26 (California Labor Code §§ 1194, 226.2)

27 52. Plaintiffs and Sub-Classes B and C Members and all aggrieved
28 employees incorporate by reference in this cause of action each allegation of the

1 preceding paragraphs as though fully set forth herein.

2 53. Defendant paid its Drivers based on the number of miles they drive and
3 the weight of the load they carry. Domino's also pays its Drivers a flat-rate for
4 certain non-driving work. Domino's does not pay its Drivers for the *actual* time it
5 takes to complete their pre- and post-shift work, or the total downtime for its Drivers.
6 In fact, it cannot because Domino's does not even track the amount of non-driving
7 hours its Drivers work during their shifts. Thus, it has no idea of the actual time it
8 takes any one Driver to perform, for example, his pre-shift duties. Within the pre-
9 shift duties, Drivers are also required to conduct a DOT 15-minute pre-shift safety
10 inspection. Domino's does not actually calculate any of this time.

11 54. Indeed, Domino's conveniently *assumes* it takes Drivers exactly 15
12 minutes every time to complete their mandatory DOT pre-shift safety inspection and
13 *assumes* the exact same 15 mins for the post-shift safety inspection, thereby paying
14 a total flat 30-minutes extra for the inspection work. Then, it *assumes* another exact
15 30-minute estimate for "all other non-driving time" – i.e., for completing paperwork,
16 obtaining keys, waiting on trucks to be loaded, confirming manifests, counting
17 cargo, picking-up and dropping-off trays, time delays, traffic and weather delays,
18 and restocking refrigerated and room temperature items. Without any basis in time
19 records, or studies on how long it takes Driver to complete this work, Domino's only
20 pays its Drivers for 30 minutes of work -- *at a flat rate* -- to perform their pre and
21 post-shift duties.

22 55. In addition, Domino's also does not pay Plaintiff and other Drivers for
23 all the miles they drive. While Domino's compensation formula is based on miles
24 driven (and weight which is constant), Domino's did not accurately compute those
25 miles. Nor did Domino's adequately pay for the "tray" service it expected its Drivers
26 to perform. Domino's often mandates that its Drivers pick-up empty trays from
27 customer sites, but provide inadequate or no compensation for this task. Domino's
28 would often short-change its Drivers because it calculated mileage based on the

1 distance to a city's post office, rather than a Driver's final destination.

2 56. Plaintiffs were subject to the control of the Defendant during the time
3 spent in the "sleeper berths" and as such should be compensated for all such time.
4 Not only was their movement restricted in the sleeper berth, but they were actually
5 performing work for Domino's including pre-trip duties and assisting with
6 unloading cargo.

7 57. Furthermore, Defendant's corporate decision to confine its drivers to a
8 cramped cabin on work-trips, far away from each Plaintiff's residence, without pay
9 demonstrates sufficient "control" for purposes of the California Labor Code.

10 58. During the relevant time, Defendant failed to pay Plaintiff drivers for
11 all hours worked as that is defined under law; specifically, the time spent in the
12 "sleeper berths" while in California.

13 59. Plaintiffs Romero and Moran and other hourly non-exempt hourly
14 drivers also performed work for which they were not paid. These workers often
15 worked even after they clocked-out and worked through their meal and rest breaks
16 resulting in unpaid wages.

17 60. California Labor Code § 1194 states that notwithstanding any
18 agreement to work for a lesser wage, any employee receiving less than the legal
19 minimum wage or the legal overtime compensation applicable to the employee is
20 entitled to recover in a civil action the unpaid balance of the full amount of this
21 minimum wage or overtime compensation, including interest thereon, reasonable
22 attorney's fees, and costs of suit.

23 61. Plaintiffs thus seek and are entitled to all uncompensated wages for non-
24 driving work, plus interest, and attorneys' fees and costs, as well as all other legal
25 and equitable relief such as a court may find just and proper.

26 **SECOND CAUSE OF ACTION**

27 **FAILURE TO REIMBURSE FOR ALL NECESSARY EXPENDITURES**

(Cal. Labor Code § 2802)

62. Plaintiffs and Sub-Classes A and C Members incorporate by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

63. California Labor Code § 2802 requires an employer to indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their 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. The purpose of this statute is to prevent employers from passing their operating expenses on to their employees. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal. 4th 554, 562.

64. Domino's knowingly and intentionally required its Drivers and other non-exempt hourly workers to purchase and use their own personal cell phones to regularly communicate with Domino's during their routes and work day about work-related matters.

65. In violation of Labor Code § 2802, Defendants required Plaintiffs and Sub-Classes A and C Members to pay the certain expenses including but not limited to fees for the use of their cell phone required for their work in accordance with Domino's requirements.

66. Plaintiffs seeks to recover, on behalf of himself and other Sub-Classes A and C Members, these expenses, plus interest thereon, reasonable attorneys' fees, and costs, in an amount to be proven at trial.

67. Accordingly, Plaintiffs respectfully requests that the Court award judgment and relief in their favor as described herein.

THIRD CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES

(Cal. Labor Code §§ 510, 511, 1194, 1198)
(On Behalf of Sub-Class C)

1 68. Plaintiffs and Sub-Class C Members and all aggrieved employees
2 incorporate by reference in this cause of action each allegation of the preceding
3 paragraphs as though fully set forth herein.

4 69. California Labor Code § 510 provides that employees in California
5 shall not be employed more than eight hours in any workday or forty (40) hours in
6 a workweek unless they receive additional compensation beyond their regular wages
7 in amounts specified by law.

8 70. California Labor Code § 511 provides that upon the proposal of an
9 employer, the employees of an employer may adopt a regularly scheduled
10 alternative workweek that authorizes work for no longer than 10 hours per day
11 within a 40-hour workweek without the payment of overtime. A proposal to adopt
12 an alternative workweek schedule shall be deemed adopted only if it receives
13 approval in a secret ballot election by at least two-thirds of affected employees.
14 Section 511 further states that (b) An affected employee working longer than eight
15 hours but not more than 12 hours in a day pursuant to an alternative workweek
16 schedule adopted pursuant to this section shall be paid an overtime rate of
17 compensation of no less than one and one-half times the regular rate of pay of the
18 employee for any work in excess of the regularly scheduled hours established by the
19 alternative workweek agreement and for any work in excess of 40 hours per week.
20 An overtime rate of compensation of no less than double the regular rate of pay of
21 the employee shall be paid for any work in excess of 12 hours per day and for any
22 work in excess of eight hours on those days worked beyond the regularly scheduled
23 workdays established by the alternative workweek agreement. Nothing in this
24 section requires an employer to combine more than one rate of overtime
25 compensation in order to calculate the amount to be paid to an employee for any
26 hour of overtime work.

27 71. California Labor Code §§ 1194 and 1198 provide that employees in
28 California shall not be employed more than eight hours in any workday unless they

1 receive additional compensation beyond their regular wages in amounts specified
2 by law. Additionally, California Labor Code § 1198 states that the employment of
3 an employee for longer hours than those fixed by the IWC is unlawful.

4 72. At all times relevant hereto, Plaintiffs Romero and Moran and Sub-
5 Class C Members were required to work an illegal alternative work week schedule
6 that resulted in unpaid overtime. Warehouse workers like Plaintiffs Romero and
7 Moran were scheduled to work four days a week, ten hours per day. But the reality
8 is, warehouse workers often worked more than 10 hours per day, and sometimes
9 more than 12 hours per day. Domino's failed to pay these workers overtime (much
10 less the proper overtime rate) for the work they performed excess of 8 per day, work
11 performed in excess of the 10 hours per day, and work performed in excess 40 hours
12 per week. Domino's also failed to pay overtime (and/or the proper overtime rate)
13 for work done in excess of 12 hours per day, and any work in excess of 8 hours per
14 day on days outside the alternative work week schedule.

15 73. Domino's alternative work week schedule was also illegal because it
16 was not adopted by secret ballot, prior to the start of work, by at least a 2/3 vote of
17 the warehouse workers. Domino's did not make a disclosure in writing about the
18 schedule. And Domino's did not hold meeting at least 14 days prior to the vote to
19 discuss the schedule.³ As such, Domino's is liable for its failure to implement a
20 legal alternative work seek schedule and paying proper overtime.

21 74. In addition, Plaintiffs have also, at times, worked more than eight hours
22 in a workday and/or more than forty (40) hours in a workweek. Plaintiffs Romero
23 and Moran and Sub-Class C Members perform work before and after they clocked
24

25 ³California Wage Orders 1–13, 16, and 17, section 3(C). *See also Vranish v. Exxon*
26 *Mobil Corp.* (Court of Appeal of California, Second Appellate District, Division
27 Two, 2014) 223 Cal. App. 4th 103.
28

1 out and been required to work through their meal and rest breaks. As a result,
2 Plaintiffs Romero and Moran and Sub-Class C Members have worked overtime and
3 not been paid any wages for this time in violation of California Labor §§ 510 and
4 1198.

5 75. By failing to keep adequate and accurate time records as required by
6 Labor Code §§ 226 and 1174(d), Defendants have made it difficult to calculate the
7 overtime compensation due to Plaintiffs Romero and Moran and Sub-Class C
8 Members.

9 76. As a result of Defendants' unlawful acts, Plaintiffs and Class Members
10 have been deprived of overtime compensation in amounts to be determined at trial,
11 and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees
12 and costs under Labor Code § 1194.

13 77. Defendants are liable for actual damages pursuant to Labor Code §§
14 558 and 510, et seq., in the amount to be proven at trial.

15 78. Accordingly, Plaintiffs and Sub-Class C respectfully request that the
16 Court award judgment and relief as described herein.

17 79. Plaintiffs Romero and Moran and Sub-Class C Members request
18 recovery of overtime compensation according to proof, interest, attorneys' fees and
19 costs pursuant to California Labor Code § 1194(a), as well as the assessment of any
20 statutory penalties against Defendants, in a sum as provided by the California Labor
21 Code and/or other statutes.

22
23 **FOURTH CAUSE OF ACTION**
24 **FAILURE TO PROVIDE MEAL BREAKS**

25 (California Labor Code §§ 226.7, 512)

26 (On Behalf of Sub-Class C)

27 80. Plaintiffs and Sub-Class C Members and all aggrieved employees
28 incorporate by reference in this cause of action each allegation of the preceding

1 paragraphs as though fully set forth herein.

2 81. Plaintiffs Romero and Moran and Sub-Class C Members regularly
3 worked in excess of five-hour shifts, and ten hours without being afforded at least a
4 half-hour uninterrupted meal break in which they were relieved of all duty, as
5 required by Cal. Labor Code §§ 226.7 and 512(a).

6 82. As a result of Defendants' failure to afford proper meal periods, they
7 are liable to the Plaintiffs Romero and Moran and Sub-Class C Members for one
8 hour of additional pay at the regular rate of compensation for each workday that the
9 proper meal periods were not provided, pursuant to Cal. Labor Code § 226.7 and
10 Wage Order No. 9-2001, § 11(b). Upon information and belief, Defendants never
11 paid such premiums to Plaintiffs Romero and Moran and Sub-Class C Members.

12 83. Throughout the liability period for the proposed class, Plaintiffs
13 Romero and Moran and Sub-Class C Members regularly worked through their meal
14 and rest periods.

15 84. As a result of Defendants' failure to provide meal breaks to Plaintiffs
16 Romero and Moran and Sub-Class C Members, Defendants are liable to Plaintiffs
17 and the proposed class for one hour of additional pay at the regular rate of
18 compensation for each workday that Defendant did not advise their workers of their
19 right to take meal breaks, pursuant to California Labor Code § 226.7.

20 85. Plaintiffs also seek attorneys' fees and costs for vindicating a public
21 interest in pursuing these meal period claims, under California Code of Civil
22 Procedure § 1021.5.

23
24 **FIFTH CAUSE OF ACTION**
FAILURE TO PROVIDE REST BREAKS

25 (California Labor Code §§ 226.7)

26 (On Behalf of Sub-Class C)

27 86. Plaintiffs and Sub-Class C Members and all aggrieved employees
28 incorporate by reference in this cause of action each allegation of the preceding

1 paragraphs as though fully set forth herein.

2 87. Plaintiffs Romero and Moran and Sub-Class C Members regularly
3 worked more than three and one-half hours in a day without being authorized and
4 permitted to take a 10-minute duty-free rest period, and regularly worked more than
5 six hours in a day without being authorized and permitted to take two, 10-minute
6 duty-free rest periods per four hours or major fraction thereof, as required under Cal.
7 Labor Code § 226.7.

8 88. Throughout the liability period for the proposed class, Plaintiffs
9 Romero and Moran and Sub-Class C Members regularly worked through their meal
10 and rest periods.

11 89. As a result of Defendants' failure to afford proper rest periods, they are
12 liable to Plaintiffs Romero and Moran and Sub-Class C Members for one hour of
13 additional pay at the regular rate of compensation for each workday that the proper
14 rest periods were not provided, pursuant to Cal. Labor Code § 226.7 and Wage Order
15 No. 9-2001, § 12(b). Upon information and belief, Defendants never paid such
16 premiums to Plaintiff Romero and Sub-Class C Members. Plaintiffs Romero and
17 Moran and Sub-Class C Members are entitled to interest, applicable penalties, and
18 attorneys' fees and costs.

19 90. Plaintiffs also seek attorneys' fees and costs for vindicating a public
20 interest in pursuing these rest period claims, under California Code of Civil
21 Procedure § 1021.5.

22
23 **SIXTH CAUSE OF ACTION**
24 **FAILURE TO ISSUE ACCURATE ITEMIZED**
25 **WAGE STATEMENTS**

26 (California Labor Code §§ 226(a), 226(b), 226(e))

27 91. Plaintiffs and Sub-Classes A and C Members and all aggrieved
28 employees incorporate by reference in this cause of action each allegation of the
preceding paragraphs as though fully set forth herein.

1 92. California Labor Code § 226(a) requires that employers semi-monthly
2 or at the time of each payment of wages to furnish each employee with a statement
3 that accurately reflects the total number of hours worked. California Labor Code §
4 226(a)(2)(A) further requires that the itemized statement shall, in addition to the
5 other items specified in that subdivision, the rate of compensation, the net wages,
6 and the gross wages paid for those periods during the pay period.

7 93. Labor Code § 226(e) provides that if an employer knowingly and
8 intentionally fails to provide a statement itemizing, *inter alia*, the total hours worked
9 by the employee, then the employee is entitled to recover the greater of all actual
10 damages or \$50 for the initial violation and \$100 for each subsequent violation, up
11 to \$4000.

12 94. Domino's wage statements are woefully inadequate in this regard.
13 Domino's knowingly and intentionally failed to furnish, and continues to knowingly
14 and intentionally fail to furnish, Plaintiffs, the Class, and all aggrieved employee
15 with timely, itemized statements that accurately reflect the total number of hours
16 worked, including sleeper berth time when they were still working for Domino's,
17 net wages earned, overtime hours worked, and meal and rest break premiums.

18 95. Plaintiffs thus seek the amounts provided in Labor Code § 226(e) for
19 the three-year period prior to the filing of this Complaint, up to and including the
20 present, plus interest, and attorneys' fees and costs, as well as all other legal and
21 equitable relief such as a court may find just and proper.

22 96. Indeed, Domino's paystub policy was not an "isolated and unintentional
23 payroll error due to a clerical or inadvertent mistake."

24
25 **SEVENTH CAUSE OF ACTION**
26 **LATE PAY AND WAITING TIME PENALTIES**

(Cal. Labor Code §§ 200-203, and 210)

27 97. Plaintiffs and Sub-Classes A and C Members and all aggrieved
28 employees incorporate by reference in this cause of action each allegation of the

1 preceding paragraphs as though fully set forth herein.

2 98. California Labor Code §§ 201, 202, and 210 require an employer to pay
3 its employees all wages due within the time specified by law. Labor Code § 203
4 provides that if an employer willfully fails to pay such wages, the employer must
5 continue to pay the subject employees' wages until the back wages are paid in full
6 or an action is commenced, up to a maximum of thirty days of wages. Labor Code
7 § 210 allows current employees to sue for late wages.

8 99. Sub-Classes B and C Members who ceased employment with
9 Defendant are entitled to unpaid compensation, but to date have not received such
10 compensation for unpaid non-driving work, and rest periods.

11 100. Defendant has failed to pay all wages in a timely manner.

12 101. As a consequence of Defendant's willful failure to timely compensate
13 Plaintiffs and the proposed Sub-Class B Members for all hours worked, Sub-Class
14 B Members whose employment ended during the applicable Class Period are
15 entitled to thirty days' wages under Labor Code §§ 203 and 210, together with
16 interest thereon and attorneys' fees and costs, including and attorneys' fees and costs
17 for vindicating a public interest in pursuing these late pay claims, under California
18 Code of Civil Procedure § 1021.5.

19
20 **EIGHTH CAUSE OF ACTION**

21 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**

22 102. Plaintiffs and the Sub-Classes incorporate by reference in this cause of
23 action each allegation of the preceding paragraphs as though fully set forth herein.

24 103. Domino's' acts constitute a continuing and ongoing unlawful activity
25 prohibited by the UCL and justifies restitution, and other equitable relief pursuant
26 to Business & Professions Code § 17203.

27 104. Labor Code § 90.5(a) articulates the public policy of this State to
28 vigorously enforce minimum labor standards, including the requirements to

1 reimburse employees for all business expenses pursuant to Labor Code § 2802;
2 Domino's' conduct of requiring Plaintiffs to work without reimbursing them for all
3 necessary business expenditures directly violates state law, constitutes and was
4 intended to constitute unfair competition and unlawful and unfair acts and practices
5 within the meaning of the UCL.

6 105. Through the wrongful and unlawful acts, Domino's has acted contrary
7 to the public policy of this State.

8 106. Domino's is engaging in unlawful business acts and practices by
9 violating California law including Labor Code § 2802.

10 107. As a result of their unlawful, unfair, and/or fraudulent acts, Domino's
11 has reaped and continues to reap unfair benefits and illegal profits at the expense of
12 Plaintiffs. Therefore, under the provisions of the UCL and Labor Code § 2802,
13 Domino's should provide restitution to Plaintiffs the wrongfully withheld wages and
14 other benefits pursuant to Business and Professions Code § 17203, in a sum
15 according to proof for the four-year period preceding the filing of this Complaint up
16 to and including the present.

17 108. Accordingly, Plaintiffs respectfully requests that the Court award
18 judgment and relief in their favor as described herein.

19
20 **NINTH CAUSE OF ACTION**

21 **VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT**

22 (Cal. Labor Code §§ 2699, *et seq.*)

23 109. Plaintiffs and Sub-Class B and Sub-Class C Members and all aggrieved
24 employees incorporate by reference in this cause of action each allegation of the
25 preceding paragraphs as though fully set forth herein.

26 110. The Private Attorney General Act ("PAGA"), Cal. Labor Code § 2699,
27 *et seq.*, allows an aggrieved employee to bring suit against an employer for
28 violations of most Labor Code provisions. These Labor Code violations include the

1 requirements to separately pay for all work performed pursuant to Labor Code §§
2 1194, 226.2; to provide accurate itemized wage statements and keep payroll records
3 pursuant to Labor Code §§ 226(a) and (b), 226.3, 1174, 1174.5; to pay all wages due
4 pursuant to Labor Code §§ 204, 1197, and 1198; pay all overtime wages pursuant to
5 Labor Code §§ 510, 511; to provide meal and rest breaks pursuant to Labor Code §
6 226.7; and waiting time penalties for failure to pay all wages due under Labor Code
7 § 201.

8 111. Domino's acts constitute continuing and ongoing unlawful activity
9 prohibited by the California Labor Code and therefore, these acts constitute
10 violations of the PAGA.

11 112. Plaintiffs have provided notice of these violations pursuant to Cal.
12 Labor Code § 2699.3 and have specifically asked the California Labor & Workforce
13 Development Agency if it intends to investigate the alleged violations. The time for
14 the LWDA to respond has expired. True and correct copies of two letters to the
15 LWDA are attached. **Exhibit 1** is the PAGA letter sent on behalf of Plaintiff Arriola
16 on July 14, 2023. **Exhibit 2** is the PAGA letter sent on behalf of Burnett Brûlée,
17 Gyorgy Diaz, and Raul Quiroz on Sept. 6, 2023. **Exhibit 3** is the PAGA letter sent
18 on behalf of Plaintiffs Romero and Moran on Nov. 21, 2025.

19 113. Domino's conduct of requiring Plaintiffs to work without providing
20 accurate itemized wages statements and payroll records and failing to pay for all
21 hours worked, including non-driving time and sleeper berth time, and failing to
22 provide necessary reimbursements constitutes violations of the PAGA.

23 114. Therefore, under the provisions of PAGA and Labor Code §§ 201-203,
24 204, 210, 223, 226, 226.2, 226.3, 226.6, 226.7, 510, 558, 558.1⁴, 511, 1174, 1174.5,

26 ⁴ Labor Code § 558.1 further allows employees to hold individuals like owners,
27 officers, and managing agents personally liable for wage and hour violations
28 committed by the employer.

1 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2699, and Wage Order 9-2001
2 and the applicable Wage Orders, Domino's is liable for the following penalties and
3 damages:

4 115. For Domino's failure to pay wages due, Plaintiffs and the other
5 aggrieved employees are entitled to recover such amounts, plus interest thereon,
6 attorney's fees and costs. Domino's is also liable for civil penalties pursuant to
7 Labor Code §§ 558 and 2699 as follows: For any initial violation, \$50.00 for each
8 Plaintiffs for each pay period during which the Plaintiffs were not provided wages
9 for all the work performed; and for each subsequent violation, \$100.00 for each
10 Plaintiffs for each pay period during which the Plaintiffs were not provided wages
11 for all the work performed.

12 116. For Domino's failure to pay all overtime wages, Plaintiffs Romero and
13 Moran and the other aggrieved employees are entitled to recover such amounts, plus
14 interest thereon, attorney's fees and costs. Domino's is also liable for civil penalties
15 pursuant to Labor Code §§ 558 and 2699 as follows: For any initial violation, \$50.00
16 for each Plaintiffs for each pay period during which the Plaintiffs were not provided
17 overtime wages for all the work performed; and for each subsequent violation,
18 \$100.00 for each Plaintiffs for each pay period during which the Plaintiffs were not
19 provided overtime wages for all the work performed.

20 117. For Domino's failure to provide meal and rest breaks to its warehouse
21 workers, Domino's is also liable to all warehouse workers for one hour of additional
22 pay at the regular rate of compensation for each workday that the full and
23 uninterrupted, off-duty rest and meal period were not provided.⁵ Domino's is also
24 liable for civil penalties pursuant to Labor Code §§ 558 and 2698 as follows: For
25

26
27 ⁵ Domino's, more specifically, is liable for two hours of additional pay per day for
28 each Plaintiff since the Plaintiffs are entitled to compensation for the (1) missed
meal period, and (2) missed rest period.

1 any initial violation, \$50.00 for each Plaintiff for each pay period during which the
2 Plaintiff was not provided proper meal and rest breaks; and for each subsequent
3 violation, \$100.00 for each Plaintiff for each pay period during which the Plaintiff
4 was not provided proper meal and rest breaks.

5 118. For Domino's failure to implement an lawful alternative work-week
6 schedule pursuant to Labor Code § 511, Domino's is liable for civil penalties
7 pursuant to Labor Code §§ 558 and 2698 as follows: For any initial violation, \$50.00
8 for each Plaintiff for each pay period during which the Plaintiff was forced to work
9 an illegal alternative work week schedule; and for each subsequent violation,
10 \$100.00 for each Plaintiff for each pay period during which the Plaintiff was forced
11 to work an illegal alternative work week schedule.

12 119. For Domino's failure to furnish accurate wage statements, Plaintiffs and
13 the other aggrieved employees are entitled to recover the greater of all actual
14 damages or \$50.00 for the initial violation and \$100.00 for each subsequent
15 violation, up to \$4,000.00. Domino's is additionally liable for civil penalties
16 pursuant to Labor Code §§ 226.3 and 2699 in the amount of \$250.00 for each
17 Plaintiffs per initial violation and \$1,000.00 for each Plaintiffs per subsequent
18 violation.

19 120. For Domino's failure to keep accurate payroll records, Domino's is
20 liable for civil penalties pursuant to California Labor Code §§ 1174.5 and 2699 in
21 the amount of \$500.00 per violation.

22 121. For Domino's failure pay its former employees all wages due,
23 Domino's is liable for waiting time penalties, together with interest and attorneys'
24 fees and costs under California Labor Code § 203.

25 122. The proper measure of damages and penalties under the PAGA is all
26 aggrieved employees, whether a party of this action or not. This claim needs no
27 certification. *Arias v. Superior Court*, 46 Cal.4th 969, 970-75 (2009).

28 123. Accordingly, Plaintiffs and all aggrieved employees respectfully

request that the Court award judgment and relief in their favor as described herein.

REQUEST FOR RELIEF

1. WHEREFORE, Plaintiffs, on behalf of themselves and the other similarly situated employees, and all aggrieved employees request judgment and the following specific relief against Defendant as follows:

2. That the Court determine that this action may be maintained as a class action under Fed. R. Civ. P. Rule 23;

3. That Defendant is found to have violated the above-referenced provisions of the California Labor Code and IWC Wage Order 9 as to Plaintiffs, Class, and all aggrieved employees;

4. That the Court find Domino's violated California Labor Code §§ 204, 1197, 1198, 226.2 and Wage Order No. 9-2001 by failing to compensate Plaintiffs, the Sub-Class B Members, and all aggrieved employees for all the work they performed for Defendant;

5. That the Court find Domino's violated California Labor Code §§ 510, 511, 226.7(a) and (b), 512 by failing to pay Plaintiffs Romero and Moran and Sub-Class C overtime, and failing to provide Plaintiffs Romero and Moran and Sub-Class C meal and rest periods, and failing to implement a lawful alternative work-week schedule;

6. That the Court find that Domino's has violated California Labor Code § 2802 by failing to reimburse Sub-Classes A and C Members for all necessary expenditures;

7. That the Court find that Domino's has violated California Labor Code § 226 by failing to timely furnish Plaintiffs, Sub-Classes B and C Members, and all aggrieved employees itemized statements accurately showing the total hours worked by each of them;

1 8. That the Court find that Domino's has violated the record-keeping
2 provisions of Labor Code §§ 226 and 1174(d) as to Plaintiffs, Sub-Classes B and C
3 Members, and all aggrieved employees;

4 9. That the Court find that Domino's has violated Labor Code §§ 201, 202,
5 and 203 for willful failure to pay all compensation owed at the time of termination
6 of employment to Plaintiff, Sub-Classes B and C Members, and all aggrieved
7 employees;

8 10. That Defendant be ordered and enjoined to pay restitution to Plaintiffs
9 and the Sub-Classes due to Defendant's unlawful and/or unfair activities, pursuant
10 to Business & Professions Code §§ 17200-17205;

11 11. That Domino's further be enjoined to cease and desist from unlawful
12 and/or unfair activities in violation of Business & Professions Code § 17200,
13 pursuant to Section 17203;

14 12. That the Court find that Defendant has violated the Private Attorney
15 General Act, Cal. Labor Code § 2699, *et seq.* for all aggrieved employees by failing
16 to pay Plaintiff and the other aggrieved employees all wages due, by failing to keep
17 proper time records, by failing to timely furnish Plaintiff and the other aggrieved
18 employees with statements accurately showing total hours worked, and by failing to
19 pay former employees all their wages due after the termination of their employment;

20 13. That the Court find that Defendant's violations as described have been
21 willful;

22 14. That the Court impose penalties against Defendant on behalf of all
23 aggrieved employees according to the Private Attorney General Act;

24 15. That Plaintiffs, the Sub-Classes, and all aggrieved employees be
25 awarded reasonable attorneys' fees and costs pursuant to Civil Procedure Code §
26 1021.5, California Labor Code § 1194, Labor Code § 2699, and/or other applicable
27 law; and
28

1 16. That the Court award such other and further relief as this Court may
2 deem appropriate.

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5 Dated: November 21, 2025

/s/ Aashish Y. Desai

Aashish Y. Desai, (Bar No. 187394)
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14 DEMAND FOR JURY TRIAL

15 Plaintiffs hereby demand a jury trial on all issues of fact or law so triable.

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18 Dated: November 21, 2025

/s/ Aashish Y. Desai

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