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FRANCISCO JAVIER DOMINGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANCISCO JAVIER DOMINGUEZ, an
individual,

Plaintiff,

v.

PANNY HIRE, LLC dba PANNY HIRE, a
California limited liability company, a
business entity of unknown form; and DOES
1 through 50, inclusive,

Defendant.

Case No.: 23VECV04990

FIRST AMENDED COMPLAINT FOR:

1. Violation of Labor Code § 98.6;
2. Violation of Labor Code § 1102.5;
3. Violation of Labor Code § 232.5;
4. Wrongful Discharge in Violation of Public Policy;
5. Misclassification under Labor Code § 515;
6. Failure to Pay Minimum Wages;
7. Failure to Pay Wages and Overtime Under Labor Code § 510;
8. Meal-Period Liability Under Labor Code § 226.7;
9. Rest-Break Liability Under Labor Code § 226.7;
10. Violation of Labor Code § 226(a)
11. Penalties Pursuant to Labor Code § 203;
12. Violation of Bus. & Prof. Code § 17200, *et seq.*; and
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

01/12/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. Marquez Deputy

1 Plaintiff FRANCISCO JAVIER DOMINGUEZ alleges as follows:

2 **THE PARTIES**

3 1. At all times herein mentioned, and at the time the causes of action arose, Plaintiff
4 FRANCISCO JAVIER DOMINGUEZ ("Plaintiff") was and is an individual residing in the State
5 of California.

6 2. At all times mentioned herein Defendants PANNY HIRE, LLC dba PANNY
7 HIRE, a California limited liability company, is and was doing business in the State of California,
8 County of Los Angeles.

9 3. At all times mentioned herein Defendants STEWARD ADDISON, an individual
10 was doing business in the State of California, County of Los Angeles.

11 4. Plaintiff is unaware of the true names and capacities of the Defendants sued herein
12 as DOES 1 through 50, inclusive, and for that reason sues these Defendants by such fictitious
13 names under Code of Civil Procedure § 474. Plaintiff will file and serve an amendment to this
14 complaint alleging the true names and capacities of these fictitiously named Defendants when
15 such true names and capacities become known to Plaintiff.

16 5. Plaintiff is informed and believes, and based thereon alleges, that each of the
17 fictitiously named Defendants is responsible in some manner for, and proximately caused, the
18 harm and damages alleged herein below.

19 6. Hereinafter in this Complaint, PANNY HIRE, LLC dba PANNY HIRE, a
20 California limited liability company; STEWARD ADDISON, an individual; and DOES 1
21 through 50, inclusive, shall be collectively referred to as "Defendants."

22 7. At all times herein mentioned Defendant STEWARD ADDISON was an owner
23 and manager of International Security Academy, Inc. and had authority over wages and working
24 conditions.

25 8. Plaintiff is informed and believes, and based thereon alleges, that each of the
26 Defendants named herein acted as the employee, agent, spouse, partner, alter-ego, joint-venturer,
27 and/or joint-employer of each of the other Defendant named herein and, in doing the acts and in
28 carrying out the wrongful conduct alleged herein, each of the Defendants acted within the scope

1 of their relationship with and with the permission, consent, and ratification of each of the other
2 Defendants named herein.

3 9. At all times herein mentioned, Defendant PANNY HIRE, LLC dba PANNY HIRE
4 are referred to as (the “Companies”).

5 10. Plaintiff is informed and believes and thereon alleges that Defendant STEWARD
6 ADDISON, at all times relevant to this complaint, was the alter ego of the Companies. Plaintiff
7 alleges, upon information and belief, that Defendant STEWARD ADDISON, either individually
8 or with members of his family, owned, controlled, and dominated the Companies that he
9 commingled the funds of the Companies with his personal assets, as well as the assets of other
10 entities owned in whole or in part by them; that the failed to segregate the funds of these separate
11 entities; that they wrongly diverted corporate funds or assets to non-corporate uses; that he
12 treated the assets of the Companies as his own; that he held themselves out as being personally
13 liable for the debts of the Companies; that he failed to maintain minutes or adequate corporate
14 records and confused the records of various entities; that he used the same office or business
15 location and employed the same employees and attorneys for all entities; that he failed to
16 adequately capitalize the Companies; that they used the Companies as a mere shell,
17 instrumentality, or conduit for the business of an individual or individuals, namely, himself and
18 his family; that he disregarded legal formalities and failed to maintain arm’s-length relationships
19 among related entities; that he used the corporate entity to procure labor, services, and
20 merchandise for himself or other entities; that he diverted assets from the Companies to the
21 detriment of creditors, or manipulated assets and liabilities between entities so as to concentrate
22 the assets in one and the liabilities in another; that he used the Companies as subterfuges of illegal
23 transactions; and that he formed and used the Companies tice to transfer to it his existing
24 liabilities. Plaintiff further avers that recognizing the acts and conduct described in this complaint
25 as those only of the Companies would promote an inequitable and unjust result, namely, the
26 deprivation of Plaintiff’s fundamental rights under the Labor Code, as described herein.

27 11. Plaintiff is informed and believes and thereon alleges that pursuant to Labor Code
28 §§ 558, 558.1 and Civil Code § 3294(b) Defendant STEWARD ADDISON was, and was at all

1 times alleged herein, was a natural person who is an owner, director, officer, or managing agent,
2 acting on behalf of Plaintiff's employer, and thereby liable for violating, or causing to be violated,
3 the statutes as alleged in this Complaint.

4 12. Plaintiff is informed and believes, and thereon allege, that Defendants, and each of
5 them, exercised control over the wages, hours or working conditions of Plaintiff, or suffered or
6 permitted Plaintiff, to work, or engaged, thereby creating a common law employment
7 relationship, with Plaintiff. Therefore, Defendants, and each of them, employed or jointly
8 employed Plaintiff.

9 **FACTUAL BACKGROUND**

10 13. Plaintiff was a hard-working employee who began working for Defendants in on
11 or around February 2022. During the course of his employment with Defendants, Plaintiff
12 performed his duties in a competent and efficient manner within Defendants' rules, requirements,
13 and policies.

14 14. For the entirety of Plaintiff's employment with Defendants, Plaintiff was a non-
15 exempt employee, who was consistently misclassified as exempt, in violation of Labor Code and
16 applicable Industrial Welfare Commission ("IWC") Wage Orders.

17 15. For the entirety of Plaintiff's employment with Defendants, Defendants failed to
18 pay Plaintiff minimum wages as required under Labor Code and applicable ("IWC") Wage
19 Orders. Plaintiff regularly worked hours for which he was never compensated.

20 16. For the entirety of Plaintiff's employment with Defendants, Defendants required
21 Plaintiff to work in excess of eight (8) hours on a given day and/or forty (40) hours in a given
22 week without properly paying Plaintiff overtime wages, as required under Labor Code and
23 applicable IWC Wage Orders.

24 17. For the entirety of Plaintiff's employment with Defendants, Defendants regularly
25 required Plaintiff to work shifts in excess of five (5) hours without providing him with
26 uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of ten (10)
27 hours without providing him with second meal periods of not less than thirty minutes; nor did
28 Defendant pay Plaintiff "premium pay," i.e. one hour of wages at Plaintiff's effective hourly rate

1 of pay, for each meal period that Defendant failed to provide or deficiently provided.

2 18. For the entirety of Plaintiff's employment with Defendants, Defendants
3 consistently failed to provide Plaintiff with paid rest breaks of not less than ten (10) minutes for
4 every work period of four (4) or more consecutive hours; nor did Defendant pay Plaintiff
5 premium pay for each day on which requisite rest breaks were not provided or were deficiently
6 provided.

7 19. For the entirety of Plaintiff's employment with Defendants, Defendants have
8 consistently failed to provide Plaintiff with timely, accurate, and itemized wage statements, in
9 writing, as required by California wage-and-hour laws.

10 20. Plaintiff also complained about being misclassified as an exempt employee, when
11 Plaintiff was, in fact, a non-exempt employee. Plaintiff also regularly complained about being
12 consistently denied wages, overtime, and proper meal and rest breaks, as required by California
13 Labor code, and discussed above. Plaintiff communicated these complaints to Defendants,
14 specifically the owner STEWARD ADDISON.

15 21. Instead of curing the unlawful and hazardous conduct giving rise to Plaintiff's
16 complaints, Defendants terminated Plaintiff's employment on or about November 14, 2022.

17 22. Defendant failed to pay all wages owed to Plaintiff at the time of his termination,
18 as required by California wage-and-hour laws.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 98.6**

21 (Against All Defendants)

22 23. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 24. As explained above, Plaintiff objected to and complained about Defendants'
25 violation of California laws, specifically, concerning unpaid wages and overtime, deficiently
26 provided meal and rest breaks, all in violation of California Labor code and California Code of
27 Regulations (*see infra*). These complaints were made to the Defendants' owner STEWARD
28 ADDISON.

1 25. Defendants terminated Plaintiff because of these objections and complaints.

2 26. As a result of his termination, Plaintiff has suffered damages, including but not
3 limited to lost wages and work benefits.

4 27. Pursuant to Labor Code § 98.6 Plaintiff is entitled to damages, including but not
5 limited to, reimbursement for all lost wages and work benefits occasioned by his retaliatory
6 termination, in a sum to be determined at trial.

7 28. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
8 and continues to suffer actual, consequential, and incidental financial losses, including without
9 limitation, loss of salary and benefits, emotional distress, humiliation, mental anguish, anger, and
10 embarrassment, all in an amount subject to proof at the time of trial.

11 29. The aforementioned acts of Defendants were willful, wanton, malicious,
12 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
13 rights of Plaintiff, and were done by managerial agents and employees of Defendants, or with the
14 express knowledge, consent, and ratification of managerial employees of Defendants, and thereby
15 justify the awarding of punitive and exemplary damages in an amount to be determined at the
16 time of trial.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 1102.5**

19 (Against All Defendants)

20 30. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 31. Plaintiff attempted to disclose and remedy Defendants' wage-and-hour violations
23 by objecting to and complaining about them. Plaintiff disclosed the violations to Defendants'
24 owners, General Manager, to persons with authority over him, and to another employee who had
25 authority to investigate, discover, or correct the violation or noncompliance.

26 32. Defendants violated Labor Code § 1102.5 by, inter alia:

27 a. Making, adopting or enforcing a rule, regulation or policy preventing Plaintiff
28 from disclosing information to a government or law enforcement agency, or to a

1 person with authority over the employee, or to another employee who has
2 authority to investigate, discover, or correct the violation or noncompliance, where
3 Plaintiff had reasonable cause to believe that the information disclosed a violation
4 of state or federal statute, or a violation or noncompliance with a state or federal
5 regulation;

6 b. Retaliating against Plaintiff for disclosing information to a government or law
7 enforcement agency, to a person with authority over the employee or another
8 employee who has the authority to investigate, discover, or correct the violation or
9 noncompliance, where Plaintiff had reasonable cause to believe that the
10 information discloses a violation of state or federal statute, or a violation or
11 noncompliance with a state or federal rule or regulation;

12 c. Retaliating against Plaintiff for refusing to participate in an activity that would
13 result in a violation of state or federal statute, or a violation or noncompliance with
14 a state or federal rule or regulation; and,

15 d. Retaliating against Plaintiff for having exercised his rights under the foregoing
16 paragraphs 27 a, b and c.

17 33. Defendants resisted and opposed Plaintiff's attempts to disclose and remedy their
18 workplace safety and Labor Code violations. Indeed Defendants retaliated against Plaintiff for
19 disclosing Defendants' violations and employment practices and for refusing to participate in
20 them by terminating him.

21 34. As a direct and proximate cause of Defendants' violation of Labor Code § 1102.5,
22 Plaintiff has suffered damages, including, but not limited to, lost wages and work benefits, in a
23 sum to be determined at trial.

24 35. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
25 and continues to suffer actual, consequential, and incidental financial losses, including without
26 limitation, loss of salary and benefits, emotional distress, humiliation, mental anguish, anger, and
27 embarrassment, all in an amount subject to proof at the time of trial.

28 36. The aforementioned acts of Defendants were willful, wanton, malicious,

1 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
2 rights of Plaintiff, and were done by managerial agents and employees of Defendants, or with the
3 express knowledge, consent, and ratification of managerial employees of Defendants, and thereby
4 justify the awarding of punitive and exemplary damages in an amount to be determined at the
5 time of trial.

6 **THIRD CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE § 232.5**

8 (Against All Defendants)

9 37. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 38. Defendants' conduct violated the provisions of Labor Code § 232.5 by, inter alia:

- 12 a. Requiring Plaintiff, as a condition of his employment, to refrain from
13 disclosing information about Defendants' working conditions;
- 14 b. Requiring Plaintiff to sign a waiver or other document that purported to
15 deny Plaintiff the right to disclose information about Defendants' working
16 conditions; and/or
- 17 c. Disciplining, suspending, discharging or otherwise discrimination against
18 Plaintiff for disclosing information about Defendants' working conditions.

19 39. Plaintiff opposed and refused Defendant's efforts to violate the Labor Code
20 concerning, inter alia, Defendants violations of multiple Labor Code violations alleged herein.
21 Defendant retaliated against Plaintiff for disclosing such information and ultimately terminated
22 Plaintiff because of it.

23 40. As a direct and proximate cause of his wrongful discharge, Plaintiff has suffered
24 and will continue to suffer damages in an amount within the jurisdiction of this court, the exact
25 amount to be proven at trial.

26 41. As a proximate result of the wrongful acts of Defendant, Plaintiff has suffered and
27 continues to suffer actual, consequential, and incidental financial losses, including without
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1 limitation, loss of salary and benefits, emotional distress, humiliation, mental anguish, anger, and
2 embarrassment, all in an amount subject to proof at the time of trial.

3 42. The aforementioned acts of Defendants were willful, wanton, malicious,
4 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
5 rights of Plaintiff, and were done by managerial agents and employees of Defendants, or with the
6 express knowledge, consent, and ratification of managerial employees of Defendants, and thereby
7 justify the awarding of punitive and exemplary damages in an amount to be determined at the
8 time of trial.

9 **FOURTH CAUSE OF ACTION**

10 **WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

11 (Against all Defendants)

12 43. Plaintiff realleges and incorporates all preceding paragraphs as though fully set
13 forth herein.

14 44. Plaintiff's complaints regarding Defendants multiple Labor Code and health and
15 safety violations, all discussed above, were jointly and severally substantial factors in
16 Defendant's decision to terminate Plaintiff's employment.

17 45. Plaintiff's discharge was wrongful in that it violated the fundamental public
18 policies of this State and of the United States prohibiting retaliation against employees for making
19 the very type of complaints discussed herein. These public policies are embodied under Cal.
20 OSHA and the Labor Code, enumerated above.

21 46. As a direct and proximate cause of Defendant's wrongful discharge, Plaintiff has
22 suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the
23 exact amount to be proven at trial.

24 47. As a proximate result of the wrongful acts of Defendant, and each of them,
25 Plaintiff has suffered and continues to suffer actual, consequential and incidental financial losses,
26 including without limitation, loss of salary and benefits, emotional distress, humiliation, mental
27 anguish, anger, and embarrassment, all in an amount subject to proof at the time of trial.

28 48. The aforementioned acts of Defendant were willful, wanton, malicious,

1 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
2 rights of Plaintiff, and were done by managerial agents and employees of Defendant, or with the
3 express knowledge, consent, and ratification of managerial employees of Defendant, and thereby
4 justify the awarding of punitive and exemplary damages in an amount to be determined at the
5 time of trial.

6 **FIFTH CAUSE OF ACTION**

7 **MISCLASSIFICATION UNDER LABOR CODE § 515**

8 (Against All Defendants)

9 49. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 50. Plaintiff was a non-exempt employee and/or misclassified as an exempt
12 employee during the entirety of his employment with Defendants, as he performed his primary or
13 over half of his job duties in a non-exempt capacity pursuant to, among other California laws and
14 regulations, Labor Code § 515.

15 51. Because Plaintiff was a non-exempt employee or should have been classified as
16 such, due to the non-exempt status of a majority of his job duties for Defendants. Thus Plaintiff is
17 entitled to, inter alia, proper wages, overtime compensation, and premium pay for missed meal
18 and rest breaks, pursuant to the California Labor Code and applicable IWC Wage Orders.

19 52. Defendants voluntarily and knowingly misclassified Plaintiff to avoid payment of
20 wages and other benefits in violation of the Labor Code and applicable Wage Orders.

21 53. Due to the misclassification, Plaintiff is entitled to all expenses and damages
22 incurred because he was in fact a non-exempt employees instead of an exempt employee, as
23 categorized by Defendants, such as overtime wages, meal breaks, rest breaks, and premium pay
24 for deficient meal and rest breaks..

25 54. Due to the misclassification, Plaintiff is entitled to the recovery of attorneys' fees
26 and costs.

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1 recover in a civil action the unpaid balance of the full amount of
2 this minimum wage or overtime compensation, including interest
3 thereon, reasonable attorney's fees and costs of suit.

4 60. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
5 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

6 61. California Labor Code § 1194.2 also provides for the following remedies:

7 In any action under Section 1194 . . . to recover wages because of
8 the payment of a wage less than the minimum wages fixed by an
9 order of the commission, an employee shall be entitled to recover
10 liquidated damages in an amount equal to the wages unlawfully
11 unpaid and interest thereon.

12 62. Defendants have the ability to pay minimum wages for all time worked and have
13 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
14 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff.

15 63. Wherefore, Plaintiff is entitled to recover the unpaid minimum wages (including
16 double minimum wages), liquidated damages in an amount equal to the minimum wages
17 unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to
18 California Labor Code § 1194(a).

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

21 (Against All Defendants)

22 64. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 65. Defendants failed to pay Plaintiffs wages for all hours worked. Plaintiff regularly
25 worked hours but did not receive his wages. Specifically, as discussed above, Plaintiff was
26 required to work "pre-shift" and "post-shift" hours for which he was never paid. Specifically,
27 Defendants required Plaintiff to drop off and collect work-related equipment from FedEx. On
28 other occasions, Plaintiff was required to receive customers, deliveries and customer equipment at

1 his own house and to go to the office on off days. Defendants' also required Plaintiff to drive on
2 unscheduled weekends (outside of working hours) to pick up newly purchased equipment for the
3 business. Defendants simply refused to pay Plaintiff for any time worked in excess of 8 hours a
4 day. These additional hours worked by Plaintiff exceeded eight (8) hours a day and/or forty (40)
5 hours a week, for which Plaintiff was entitled to no less than time and one-half of his regular rate
6 of pay, which he did not receive.

7 66. Defendants' failure to pay wages and overtime in a timely fashion also constituted
8 a violation of California Labor Code § 204, which requires that all wages be paid in semimonthly
9 payments. Each failure to make a timely payment of compensation to Plaintiffs constitutes a
10 separate violation of California Labor Code § 204.

11 67. Plaintiffs have been damaged by these violations of California Labor Code §§ 204
12 and 510 (and the relevant orders of the Industrial Welfare Commission). Consequently, pursuant
13 to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare
14 Commission), Defendants are liable to Plaintiffs for the full amount of all his unpaid wages and
15 overtime compensation, with interest, plus reasonable attorneys' fees and costs.

16 **EIGHTH CAUSE OF ACTION**

17 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

18 (Against All Defendants)

19 68. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
20 full herein.

21 69. Plaintiff regularly worked shifts greater than five (5) hours and greater than ten
22 (10) hours. Pursuant to Labor Code § 512, an employer may not employ someone for a shift of
23 more than five (5) hours without providing him or her with a meal period of not less than thirty
24 (30) minutes or for more than ten (10) hours without providing him or her with a second meal
25 period of not less than thirty (30) minutes.

26 70. Defendants failed to provide Plaintiff with meal periods as required under the
27 Labor Code. Plaintiff was regularly required to work through his shifts without ever receiving an
28 uninterrupted 30-minute meal period as required by law.

1 71. Moreover, Defendants failed to compensate Plaintiff for each meal period that was
2 not provided or that was deficiently provided, as required under Labor Code § 226.7.

3 72. Therefore, pursuant to Labor Code § 226.7, Plaintiff is entitled to damages in an
4 amount equal to one (1) hour of wages at the applicable hourly rate of pay for each meal period
5 that was not provided or that was deficiently provided, a sum to be proven at trial.

6 **NINTH CAUSE OF ACTION**

7 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

8 (Against All Defendants)

9 73. Plaintiff realleges and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 74. Plaintiff consistently worked shifts of four (4) or more consecutive hours. Pursuant
12 to the Labor Code and the applicable IWC Wage Order, Plaintiff was entitled to paid rest breaks
13 of not less than ten (10) minutes for each shift of four (4) consecutive hours or major fraction
14 thereof.

15 75. Defendants failed to provide Plaintiff with timely rest breaks of not less than ten
16 (10) minutes per four (4) hours of work or major fraction thereof; nor did Defendants provide
17 Plaintiff with premium pay pursuant to Labor Code § 226.7 for noncompliance.

18 76. Therefore, pursuant to Labor Code § 226.7, Plaintiff is entitled to damages in an
19 amount equal to one (1) hour of wages at the applicable hourly rate of pay for each day worked
20 without the required rest breaks, a sum to be proven at trial.

21 **TENTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 226(a)**

23 (Against All Defendants)

24 77. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 78. California Labor Code § 226(a) requires an employer to furnish each of its
27 employees with an accurate, itemized statement in writing showing the gross and net earnings,
28 total hours worked, and the corresponding number of hours worked at each hourly rate; these

1 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
2 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
3 statements may be given to the employee separately from the payment of wages; in either case,
4 the employer must give the employee these statements twice a month or each time wages are
5 paid.

6 79. Defendants failed to provide Plaintiff with accurate, itemized wage statements in
7 writing as required by the Labor Code. Specifically, the wage statements given to Plaintiff by
8 Defendants failed to accurately account for hours worked, unpaid wages, overtime, and premium
9 pay for deficiently provided meal and rest-break breaks, all of which Defendants knew or
10 reasonably should have known were owed to Plaintiff, as alleged above.

11 80. Defendants' failure to provide accurate and complete information on wage
12 statements caused Plaintiff to suffer injuries in that he could not promptly and easily determine
13 from the wage statements alone the amount of gross wages or net wages paid to him during each
14 pay period, the total hours worked by Plaintiff, and/or all applicable hourly rates in effect during
15 the pay period and the corresponding number of hours worked at each hourly rate by Plaintiff.

16 81. Pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff is entitled to recover the
17 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
18 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
19 exceeding an aggregate penalty of four thousand dollars (\$4,000). Plaintiff is also entitled to an
20 award of costs and reasonable attorneys' fees.

21 **ELEVENTH CAUSE OF ACTION**

22 **PENALTIES PURSUANT TO LABOR CODE § 203**

23 (Against All Defendants)

24 82. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 83. Plaintiff is no longer employed by Defendants; he was terminated. Defendants
27 failed to pay Plaintiffs wages certain at the time of his termination.
28

84. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles Plaintiff to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

TWELFTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200

(Against all Defendants)

85. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

86. California Business and Professions Code §§17200 *et seq.* (also referred to herein as the “Unfair Business Practices Act,” “Unfair Competition Law,” or “UCL”), prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business acts or practices.

87. California Business and Professions Code §17204 allows a person injured by the unfair business acts or practices to prosecute a civil action for violation of the UCL.

88. Defendant committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business acts and practices described in this complaint, including, but not limited to:

- a. Violation of Labor Code § 98.6;
- b. Violation of Labor Code § 1102.5;
- c. Violation of Labor Code § 232.5;
- d. Wrongful Discharge in Violation of Public Policy;
- e. Misclassification under Labor Code § 515;
- f. Failure to Pay Minimum Wages;
- g. Failure to Pay Wages and Overtime Under Labor Code § 510;
- h. Meal-Period Liability Under Labor Code § 226.7;
- i. Rest-Break Liability Under Labor Code § 226.7; and
- j. Violation of Labor Code § 226(a).

89. The violations of these laws and regulations, as well as of the fundamental

1 California public policies underlying them, serve as unlawful predicate acts and practices for the
2 purposes of Business and Professions Code §§17200 *et seq.*

3 90. The acts and practices alleged above have unlawfully deprived Plaintiff of the
4 rights due to him under the law while enabling Defendant to gain an unfair competitive advantage
5 over law-abiding employers and competitors.

6 91. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
7 has suffered a loss of money and property in the form of wages and benefits that she would have
8 continued to receive as an employee of Defendant.

9 92. Plaintiff seeks an order of this Court awarding restitution, injunctive relief, and all
10 other legal and equitable relief allowed under Business & Professions Code §17200 *et seq.*, plus
11 interest, attorneys' fees and costs pursuant to, inter alia, Code of Civil Procedure Section 1021.5.

12 **THIRTEENTH CAUSE OF ACTION**

13 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

14 (Against All Defendants)

15 88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
16 in full herein.

17 89. Plaintiff is an aggrieved employee as defined under Labor Code § 2699(c) in that
18 he suffered the violations alleged in this Complaint and was employed by the alleged violators,
19 Defendants.

20 90. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
21 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
22 penalty provisions, without limitation, based on the following California Labor Code sections:
23 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
24 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*

25 91. The penalties shall be allocated as follows: 75% to the Labor and Workforce
26 Development Agency (LWDA) and 25% to the affected employee.

27 92. Plaintiff also seeks any and all penalties and remedies set forth in Labor Code §
28 558, which states:

1 (a) Any employer or other person acting on behalf of an employer who
2 violates, or causes to be violated, a section of this chapter or any provision
3 regulating hours and days of work in any order of the Industrial Welfare
4 Commission shall be subject to a civil penalty as follows: (1) For any initial
5 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
6 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
for each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

7 (b) If upon inspection or investigation the Labor Commissioner
8 determines that a person had paid or caused to be paid a wage for overtime work in
9 violation of any provision of this chapter, or any provision regulating hours and
10 days of work in any order of the Industrial Welfare Commission, the Labor
11 Commissioner may issue a citation. The procedures for issuing, contesting, and
enforcing judgments for citations or civil penalties issued by the Labor
Commissioner for a violation of this chapter shall be the same as those set out in
Section 1197.1.

12 (c) The civil penalties provided for in this section are in addition to any
13 other civil or criminal penalty provided by law.

14 93. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
15 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
17 for each violation in a subsequent citation, for which the employer fails to provide the employee a
18 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
19 extent that Labor Code § 226.3 applies, Plaintiff also seeks such penalties on.

20 94. Plaintiff has exhausted his administrative remedy by sending a certified letter to
21 the LWDA and Defendants postmarked on November 8, 2023. The LWDA has not provided
22 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark
23 date of the letters.

24 PRAYER FOR RELIEF

25 WHEREFORE, Plaintiff prays for judgment as follows:

26 1. For all actual, consequential, and incidental damages, including but not limited to
27 back pay, front pay, loss of earnings, and employee benefits, according to proof;
28

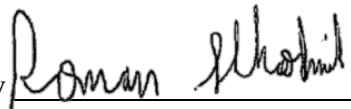
2. For general and special damages according to proof;
3. For compensatory damages in the amount of the unpaid minimum wages for work performed by Plaintiff and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
4. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of all unpaid wages, including overtime, from at least four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Plaintiff for each day requisite meal periods were not provided or were deficiently provided where no premium pay was paid, from at least four (4) years prior to the filing of this action, as may be proven;
7. For compensatory damages in the amount of the hourly wage made by Plaintiff for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid, from at least four (4) years prior to the filing of this action, as may be proven;
8. For penalties pursuant to Labor Code § 226, as may be proven;
9. For penalties pursuant to Labor Code § 203, as may be proven;
10. For restitution for unfair competition pursuant to Business & Professions Code § 17200, including disgorgement of profits resulting from Defendant' unlawful business acts and practices, according to proof;
11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
12. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this complaint;
13. For pre-judgment and post-judgment interest, according to proof;
14. For punitive and exemplary damages, according to proof;
15. For attorneys' fees, according to proof;
16. For costs of suit incurred herein;

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17. For such other relief the Court may deem just and proper.

DATED: January 12, 2024

D.LAW, INC.

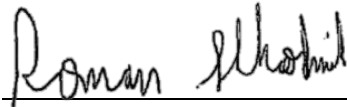
By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
FRANCISCO JAVIER DOMINGUEZ

1 DEMAND FOR JURY TRIAL

2 Plaintiff hereby requests trial by jury on all claims and issues that are so triable.

3
4 DATED: January 12, 2024

D.LAW, INC.

5
6 By 
7 Roman Shkodnik
8 Emma Geesaman
9 Attorneys for Plaintiff
FRANCISCO JAVIER DOMINGUEZ

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

PANNY HIRE, LLC DBA PANNY HIRE
3727 W Magnolia Blvd., Ste 1504
Burbank, CA 91505

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on January 12, 2024, at Glendale, California.

Natalia Bermudes
Natalia Bermudes