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as an aggrieved employee, and on behalf of all other
aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LAWRENCE PARKER, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

PRECISION HOSPITALITY &
DEVELOPMENT, LLC., a California Limited
Company doing business as DUNKIN
DONUTS, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By M. Davis, Deputy Clerk

CASE NO.: **25AVCV01459**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff Lawrence Parker (“Plaintiff”) or “Employee”), as an aggrieved employee, and on
2 behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of
3 2004, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against PRECISION
7 HOSPITALITY & DEVELOPMENT, LLC, doing business as Dunkin Donuts a California Limited
8 Liability Company, and any of its respective subsidiaries or affiliated companies within the State of
9 California (“PRECISION HOSPITALITY”), as a proxy of the Labor and Workforce Development
10 Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former
11 non-exempt employees of Defendants working within the Civil Penalty Period, as further defined
12 herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code.
13 Specifically, in connection with the alleged claims for failure to comply with Labor Code sections ,
14 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5,
15 510,512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800,
16 2802, 2810.5, 2699, Business and Professions Code section 17200, Government Code section
17 12952, as well as applicable Wage Orders. Plaintiff seeks to represent all employees of
18 [PRECISION HOSPITALITY & DEVELOPMENT, LLC doing business as Dunkin Donuts], and
19 each of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter,
20 collectively, “Defendants” or “Employer”) working within three years preceding the date of filing
21 Notice with the LWDA and continuing past the date of the LWDA Notice filing into perpetuity
22 (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-
23 exempt employees of Defendants working within the Civil Penalty Period. Collectively, those
24 employees shall be known as “Aggrieved Employees” herein.

25 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
26 of Civil Procedure section 410.10.

27 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
28 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the

1 causes of action complained of herein arose; the county in which the employment relationship
2 began; the county in which performance of the employment contract, or part of it, between Plaintiff
3 and Defendants was due to be performed; the county in which the employment contract, or part of
4 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
5 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
6 and Aggrieved Employees in Los Angeles County, and because Defendants employ Aggrieved
7 Employees in Los Angeles County.

8 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
9 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
10 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
11 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
12 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
13 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
14 Penalty Period.

15 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
16 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
17 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
18 PAGA allegations described herein is not required.

19 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
20 201, 202, 203, 204, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 245, 246, 432, 432.5,
21 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800,
22 2802, 2810.5, 2699, Business and Professions Code section 17200, Government Code section
23 12952, as well as applicable Wage Orders.

24 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
25 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved s within the Civil
26 Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures specified
27 in Labor Code section 2699.3.

28 8. On or around March 17, 2025, Plaintiff provided written notice pursuant to Labor

1 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
2 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
3 as well as by certified mail, with return receipt requested to Defendants, and each of them.

4 9. To the extent Defendants, or either of them, previously used the notice and cure
5 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
6 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
7 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
8 conference process pursuant to section 2699.3(f).

9 10. In the event that Defendants, or either of them, is/are determined to have satisfied
10 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
11 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
12 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

13 11. In the event that Defendants, or either of them, is/are determined to have, prior to
14 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
15 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
16 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
17 2699(g)(1)-(3).

18 12. In the event that Defendants, or either of them is/are deemed to have adequately taken
19 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
20 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
21 Code section 2699(h)(1)-(3).

22 13. Plaintiff is further informed and believes that within five (5) years of any of
23 violations described above, the LWDA or a court has issued a finding or determination to the
24 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
25 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
26 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
27 was/were found to have unlawfully committed some or all of the above-related Labor Code
28 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections

1 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
2 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
3 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
4 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
5 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
6 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
7 violations either prior to or after the Employer's receipt of this notice.

8 14. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
9 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
10 calendar days of the December 27, 2024, postmarked date of the herein-described notice sent by
11 Plaintiff to the LWDA and Defendants.

12 **PAGA REPRESENTATIVE ALLEGATIONS**

13 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
14 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
15 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
16 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
17 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or
18 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
19 clock, including, without limitation, by: requiring employees: to suffer under Employer's control
20 due to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off
21 the clock, to make phone calls or drive off the clock, and/or where overtime was worked and the
22 additional compensation was earned for the purpose of calculating the overtime rate of pay. all to
23 the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed
24 and believes, and based thereon alleges, that Employer violated Labor Code sections 223, 551, 552,
25 1194, 1198 and applicable Wage Orders based on its practice of providing total compensation that
26 is less than the required legal overtime compensation for the overtime worked, entitling Employee
27 and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid
28 overtime wages each day worked by each Aggrieved Employee during the Civil Penalty Period.

1 Employee further informed and believes, and based thereon alleges, that Employer's conduct above
2 gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable
3 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558,
4 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further
5 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

6 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
7 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
8 Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's
9 control every day as a result of, without limitation, failing to accurately track and/or pay for all
10 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
11 including, without limitation, by requiring employees: to suffer under Defendants' control due to
12 don and doff uniforms and/or safety equipment off the clock to attend company meetings off the
13 clock, and to make phone calls. In addition, Employer failed to pay at the proper overtime. As such,
14 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated, without
15 limitation, Labor Code sections 1197, 1182.12, Cal. and applicable Wage Orders based on its
16 continued failure to pay minimum wages for all hours worked, that Plaintiff and other Aggrieved
17 Employees personally suffered these violations, and that Plaintiff and other Aggrieved Employees
18 are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194,
19 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each
20 Aggrieved Employee in the Civil Penalty Period. Employee further informed and believes, and
21 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
22 fraudulent, or oppressive. Plaintiff would also be liable for civil penalties pursuant to Labor Code
23 sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief
24 under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable for civil penalties pursuant
25 to Labor Code section 2699(f)(2)(B)(ii).

26 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
27 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
28 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours

1 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
2 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
3 periods; not providing timely meal periods; failing to provide first and second meal periods;
4 providing short meal periods, including without, limitation meal periods that were recorded for less
5 than thirty minutes, time spent having to wait in line to clock back in, having to don and doff safety
6 gear during the meal period, having to undergo security or bag checks during the meal period, and
7 /or having to retrieve and store personal belongings during the meal period; requiring that employees
8 carry cellular telephones during meal periods; otherwise requiring on-duty/on-call meal periods; and
9 auto-deducting meal periods that could not be auto-deducted by law or during which employees
10 worked. Plaintiff and other Aggrieved Employees personally suffered these violations.
11 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
12 Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the Civil Penalty
13 Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular
14 rate of pay for each day worked during the Civil Penalty Period under Labor Code section 226.7.
15 However, Plaintiff is informed and believes that those premium payments under Labor Code section
16 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper
17 regular rate of pay. Plaintiff would thus be liable for civil penalties pursuant to Labor Code sections
18 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the
19 taking of compliant meal periods and for failing to provide premium pay under Labor Code section
20 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
21 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
22 malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant
23 to Labor Code section 2699(f)(2)(B)(ii).

24 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
26 including, without limitation, work over four-hour periods (or major fractions thereof) without
27 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
28 and complete ten-minute rest periods in which the employees are completely relieved of all of their

1 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
2 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
3 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
4 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
5 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
6 retrieve and store personal belongings during the rest period, and/or having to undergo security or
7 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
8 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
9 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
10 premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved
11 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
12 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
13 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
14 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
15 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
16 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
17 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
18 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
19 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
20 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
21 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
22 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
23 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
24 to Labor Code section 2699(f)(2)(B)(ii).

25 19. As a result of, among other things, Defendants' herein-described policy or practice
26 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
27 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
28 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff

1 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
2 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
3 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
4 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
5 name of the employee and only the last four digits of their social security number or an employee
6 identification number other than a social security number; all deductions; all applicable hourly rates
7 in effect during the pay period and the corresponding number of hours worked at each hourly rate
8 by the employee; PRECISION HOSPITALITY DEVELOPMENT, LLC dba DUNKIN DONUTS
9 and other such information as required by Labor Code section 226, subdivision (a). Specifically,
10 Defendants intentionally failed to furnish employees with itemized wage statements that accurately
11 reflect the hours worked by Plaintiff and other Aggrieved Employees and the rates of pay at which
12 they were or should have been paid (including due to failure to pay at the proper regular rate), thus
13 resulting in a failure to reflect gross and net wages earned and paid at each rate, as well.
14 Consequently, Employee is informed and believes, and based thereon alleges, that Employer
15 violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee during the
16 PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these
17 violations and was owed penalties under Labor Code section 226 for each pay period worked during
18 the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code section
19 226 were not paid for these violations of Labor Code section 226. Defendants would thus be liable
20 for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Plaintiff is further
21 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
23 penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief under sections
24 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
25 Code section 2699(f)(2)(B)(ii).

26 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
27 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
28 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,

1 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
2 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
3 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
4 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198
5 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
6 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
7 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
8 informed and believes that those penalties under Labor Code section 203 were not made for these
9 violations of Labor Code sections 201, 202, and 203. Plaintiff is further informed and believes, and
10 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
11 fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor
12 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
13 Defendants would further be liable for civil penalties pursuant to Labor Code section
14 2699(f)(2)(B)(ii).

15 21. Plaintiff is informed and believes, and based thereon alleges that Defendants also
16 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
17 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
18 uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, and for
19 the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of
20 the discharge of their duties, or of their obedience to the directions of Defendants, as required by
21 Labor Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result,
22 Plaintiff and other Aggrieved Employees have personally suffered these violations and Defendants
23 are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in
24 furtherance of work duties. Plaintiff further informed and believes, and based thereon alleges, that
25 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In
26 addition, Defendants would be liable for civil penalties pursuant to Labor Code sections 558, 1198
27 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be
28 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 22. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
3 off and vacation time owed upon separation of employment as wages at their final rate of pay in
4 violation of Labor Code section 227.3 and applicable Wage Orders. Plaintiff is thus informed and
5 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
6 As such, Plaintiff and other Aggrieved Employees have personally suffered these violations and
7 Defendants would be liable for civil penalties for violation of Labor Code section 227.3 under Labor
8 Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
9 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
10 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
11 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 23. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
13 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
14 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
15 of any calendar month shall be paid for between the 16th and 26th day of the month during which
16 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
17 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
18 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
19 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
20 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
21 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
22 personally suffered these violations. Plaintiff further informed and believes, and based thereon
23 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
24 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
25 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
26 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 24. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
28 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,

1 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
2 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
3 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
4 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
5 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
6 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'
7 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
8 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
10 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
11 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
12 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
13 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
14 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
15 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
16 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
17 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
18 card payment processing fees that may be charged to the employer by the credit card company by
19 not later than the regular payday following the date the patron authorized the credit card. In addition,
20 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
21 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
22 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
23 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
24 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
25 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed
26 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
27 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
28 pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 26. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
2 have a policy or practice of failing to provide all working employees, including without limitation
3 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
4 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
5 place an adequate number of seats in reasonable proximity to the work area and/or permitted
6 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
7 performance of their duties when employees are not engaged in the active duties of their
8 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
9 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
10 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
11 Employees have personally suffered violations thereto and Defendants would be liable for civil
12 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
13 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
14 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
15 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 27. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
17 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
18 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
19 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
20 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
21 from disclosing who else works with Defendants and under what circumstances that they might be
22 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
23 violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof,
24 various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5,
25 subdivision (k), and 1198, and that Plaintiff and other Aggrieved Employees have personally
26 suffered these violations. Plaintiff is further informed and believes, and based thereon alleges, that
27 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
28 Defendants would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or

1 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
2 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 28. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
5 violations of state and federal law, either within Defendants to their managers or outside of
6 Defendants to private attorneys or government officials, among others, in violation of Business and
7 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
8 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
9 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
10 from disclosing information about unsafe or discriminatory working conditions, or about wage and
11 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
12 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
13 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
14 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
15 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
16 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
17 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 29. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
19 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
20 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
21 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
22 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
23 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
24 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
25 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
26 Defendant to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or
27 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
28 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,

1 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
2 Code section 2699(f)(2)(B)(ii).

3 30. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent
5 Aggrieved Employees, including Plaintiff, from engaging or participating in politics and/or from
6 becoming a candidate for public office. Moreover, Plaintiff is informed and believes, and based
7 thereon alleges that Defendants coerced, influenced and/or attempted to coerce and/or influence
8 Plaintiff and other Aggrieved Employees, through or by means of threat of discharge and/or loss of
9 employment, to adopt or follow or refrain from adopting or following a particular course or line of
10 political action and/or political activity. Plaintiff is informed and believes, and based thereon alleges
11 that in doing so, Defendants have violated, without limitation, Labor Code sections 1101, 1102,
12 1102.5 and 1198. Plaintiff and other Aggrieved Employees personally suffered these violations and
13 are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to
14 Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
15 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
16 gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further be
17 liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
19 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
20 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
21 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
22 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
23 purported confidentiality agreements, purported severance agreements, or purported release
24 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
25 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
26 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
27 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
28 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about

1 their work with Defendants, including but not limited to their wages and working conditions.
2 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
3 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
4 Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and
5 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
6 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
7 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
8 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
9 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
10 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
11 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
12 Defendants would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
15 and have a practice or policy of conducting unlawful background checks on prospective and current
16 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
17 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
18 without limitation: requiring job applicants and employees to disclose their conviction history before
19 Defendants made a conditional offer of employment; inquiring into or considering the conviction
20 history of applicants before Defendants made any conditional offers of employment; considering,
21 distributing, or disseminating information about arrests not followed by conviction, referrals to or
22 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
23 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
24 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
25 conducting conviction history background checks in connection with any applications for
26 employment; intending to deny an applicant a position of employment solely or in part because of
27 the applicant's conviction history; and asking applicants for employment to disclose, through any
28 written form or verbally, information concerning or related to an arrest, detention, processing,

1 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
2 to the process and jurisdiction of the juvenile court, to the detriment of Employee and other
3 aggrieved employees. As such, Plaintiff is informed and believes, and based thereon alleges, that
4 Plaintiff and other Aggrieved Employees personally suffered these violations, as well as violation
5 of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections
6 432.7 and 1198, as well as Government Code section 12952, entitling Plaintiff and other Aggrieved
7 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
8 Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
9 Defendants would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8,
10 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
11 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

12 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
13 and have a practice or policy of relying on the salary history information of an applicant for
14 employment as a factor in determining whether to offer employment to an applicant or what salary
15 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
16 application for employment, an inquiry regarding current and/or former salary history information,
17 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
18 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
19 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
20 Employer has failed to pay its employees at wage rates less than those paid to employees of the
21 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
22 composite of skill, effort, and responsibility, and/or performed under similar working conditions
23 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
24 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
25 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
26 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
27 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
28 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered

1 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
2 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
3 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
4 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
5 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
6 Labor Code section 2699(f)(2)(B)(ii).

7 34. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
8 have or had a policy or practice of failing to provide Employee and other Aggrieved Employees
9 with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified
10 at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave
11 required to be provided pursuant to California and local laws. Plaintiff is further informed and
12 believes that the sick pay was not provided at the proper regular of pay as required under California
13 law due to failure to properly calculate the regular rate. Plaintiff is further informed and believes
14 that Defendants also did not permit its use upon request by Defendants and other Aggrieved
15 Employees as contemplated under California and local laws, including, without limitation, under
16 Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or
17 domestic partner without retaliation. Plaintiff is additionally informed and believes that the notice
18 requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll
19 or workplace injury reporting. Plaintiff is thus informed and believes that Defendants violated these
20 Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved
21 Employees have personally suffered violations under these sections and Defendants would be liable
22 for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198
23 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and
24 costs. Employee further informed and believes, and based thereon alleges, that Defendants' conduct
25 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would
26 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
28 that Defendants failed and continue to fail to keep adequate or accurate time records including wage

1 statements and similar payroll documents under Labor Code section 226, documents signed to
2 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
3 section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and
4 other aggrieved employees to calculate their unpaid wages and/or premium payments. Plaintiff and
5 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
6 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
7 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
8 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
9 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 36. Plaintiff is further informed and believes, and based thereon alleges that Defendants
12 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
13 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
14 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
15 applicable to their employment, allowances claimed as part of the minimum wage, the regular
16 payday designated by Defendants, the name of the employer, including any "doing business as"
17 names used, the name, address and telephone number of the workers' compensation insurance
18 carrier, information regarding paid sick leave, and other pertinent information required to be
19 disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
20 failure to provide such information, including rates of pay that are in effect, has permitted
21 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage
22 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
23 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
24 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
25 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff is
26 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
27 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
28 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code

1 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 37. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
4 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
5 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
6 Employees pursuant to PAGA.

7 **PARTIES**

8 **A. Plaintiff**

9 38. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
10 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
11 exempt employee, although Plaintiff was misclassified as an exempt employee. Plaintiff is informed
12 and believes that Plaintiff worked for Defendants from approximately January of 2022 through at
13 least August of 2024..

14 **B. Defendants**

15 39. Plaintiff (Employee) is informed and believes and based thereon alleges that
16 defendant Precision Hospitality & Development, LLC doing business as Dunkin Donuts is, and at
17 all times relevant hereto was, a Limited Liability Company organized and existing under and by
18 virtue of the laws of the State of California and doing business in the County of Los Angeles, State
19 of California.

20 40. Plaintiff is informed and believes and based thereon alleges that defendant Lawrence
21 Parker is, and at all times relevant hereto was, a limited liability company organized and existing
22 under and by virtue of the laws of the State of California and doing business in the County of
23 Burbank, State of California.

24 41. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
26 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
27 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
28 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.

1 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
2 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
3 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
4 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
5 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
6 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants” or
7 “Employer” it shall include Precision Hospitality & Development, LLC doing business as Dunkin
8 Donuts and any parent, subsidiary, or affiliated companies within the State of California, as well as
9 DOES 1 through 100 identified herein.

10 **JOINT LIABILITY ALLEGATIONS**

11 42. Plaintiff is informed and believes, and based thereon alleges, that at all times
12 mentioned herein, each of the defendants was the agent, principal, employee, employer,
13 representative, joint venture or co-conspirator of each of the other defendants, either actually or
14 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
15 employment, joint venture, and conspiracy.

16 43. All of the acts and conduct described herein of each and every corporate defendant
17 was duly authorized, ordered, and directed by the respective and collective defendant corporate
18 employers, and the officers and management-level employees of said corporate employers. In
19 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
20 their said employees, agents, and representatives, and each of them; and upon completion of the
21 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
22 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
23 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
24 aforementioned corporate employees, agents and representatives.

25 44. Plaintiff is informed and believes, and based thereon alleges, that despite the
26 formation of the purported corporate existence of Precision Hospitality & Development, LLC doing
27 business as Dunkin Donuts, and DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they,
28 and each of them, are one and the same with DOES 51 through 100 (“Individual Defendants”), and

1 each of them, due to, but not limited to, the following reasons:

2 a. The Alter Ego Defendants are completely dominated and controlled by the
3 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
4 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
5 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
6 inequitable purpose;

7 b. The Individual Defendants derive actual and significant monetary benefits by
8 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
9 the funding source for the Individual Defendants' own personal expenditures;

10 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
11 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
12 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
13 accomplishing some other wrongful or inequitable purpose;

14 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
15 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
16 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
17 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
18 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
19 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
20 herein were, the alter egos of the Individual Defendants;

21 e. The recognition of the separate existence of the Individual Defendants from
22 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
23 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
24 and other statutory violations. The corporate existence of these defendants should thus be
25 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
26 and injustice to Plaintiff herein;

27 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
28

1 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
2 disregarded.

3 45. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
4 thereon alleges that Defendants, and each of them, are joint employers.

5 46. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
6 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
7 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
8 violations described herein, or some of them.

9 **FIRST AND ONLY CAUSE OF ACTION**

10 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

11 47. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
12 preceding paragraphs as though fully set forth hereat.

13 **Civil Penalties Under Labor Code § 210**

14 48. At all relevant times herein, Labor Code section 204, requires and required that:
15 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
16 between the 16th and 26th day of the month during which the labor was performed, and labor
17 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
18 between the 1st and 10th day of the following month.”

19 49. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
20 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
21 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
22 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
23 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
24 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
25 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

26 50. At all relevant times herein, Defendants have had a consistent policy or practice of
27 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
28 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth

1 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
2 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
3 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
4 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
5 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
6 violation in connection with each payment that was made in violation of Labor Code section 204.

7 Civil Penalties Under Labor Code § 226.3

8 51. Defendants had and have a policy or practice of failing to comply with Labor Code
9 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
10 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
11 wages earned; the name and address of each employer with whom they have been placed to work;
12 all applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
14 entity securing the employer's services if the employer is a farm labor contractor; and other such
15 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
16 to the extent it does not include for piece-rate work the information required therein including,
17 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
18 productive time and rest and recovery periods

19 52. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
20 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
21 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
22 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

24 53. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
25 this section are in addition to any other penalty provided by law."

26 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
27 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
28 statements as set forth in the preceding paragraphs.

55. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

56. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for 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.”

57. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by employer, the name of the employer, including any “doing business as” names used, the name, address, and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information.

58. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars

1 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

2 Violation of Labor Code § 1174.5

3 59. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
4 every person employing labor in California to “[a]llow any member of the commission or the
5 employees of the Division of Labor Standards Enforcement free access to the place of business or
6 employment of the person to secure any information or make any investigation that they are
7 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
8 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
9 or papers of the person.”

10 60. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
11 every person employing labor in California to “[k]eep a record showing the names and addresses of
12 all employees employed and the ages of all minors.”

13 61. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
14 every person employing labor in California to “[k]eep, at a central location in the state or at the
15 plants or establishments at which employees are employed, payroll records showing the hours
16 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
17 piece rate paid to, employees employed at the respective plants or establishments. These records
18 shall be kept in accordance with rules established for this purpose by the commission, but in any
19 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
20 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
21 earned.”

22 62. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
23 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
24 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
25 member of the commission or employees of the division to inspect records pursuant to subdivision
26 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

27 63. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
28 willfully failed to keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174.

4 64. As a direct and proximate result of the herein-described Labor Code violations,
5 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
6 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
7 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

8 Violation of Labor Code § 1197.1

9 65. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
10 person acting either individually or as an officer, agent, or employee of another person, who pays
11 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
12 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
13 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
14 Section 203 as follows:

15 (1) For any initial violation that is intentionally committed, one hundred dollars
16 (\$100) for each underpaid employee for each pay period for which the
17 employee is underpaid. This amount shall be in addition to an amount
18 sufficient to recover underpaid wages, liquidated damages pursuant to Section
19 1194.2, and any applicable penalties imposed pursuant to Section 203.

20 (2) For each subsequent violation for the same specific offense, two hundred fifty
21 dollars (\$250) for each underpaid employee for each pay period for which the
22 employee is underpaid regardless of whether the initial violation is
23 intentionally committed. This amount shall be in addition to an amount
24 sufficient to recover underpaid wages, liquidated damages pursuant to Section
25 1194.2, and any applicable penalties imposed pursuant to Section 203.

26 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
27 Section 203, recovered pursuant to this section shall be paid to the affected
28 employee."

1 66. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
2 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
3 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
4 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
5 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
6 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
7 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
8 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

9 67. As a direct and proximate result of the herein-described Labor Code violations,
10 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
11 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
12 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
13 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
14 subsequent violation.

15 Civil Penalties Under Labor Code § 2699

16 68. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
17 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
18 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
19 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
20 action brought by an aggrieved employee on behalf of himself or herself and other current or former
21 employees pursuant to the procedures specified in Labor Code section 2699.3.

22 69. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
23 each of them, violated the Labor Code sections described in the preceding paragraphs.

24 70. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
25 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
26 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
27 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

28 71. Moreover, Plaintiff and other Aggrieved Employees within the State of California

1 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
2 connection with their herein-described claims for civil penalties.

3 **PRAYER**

4 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
5 judgment against Defendants as follows:

- 6 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
7 1174.5, 1197.1, and 2699;
8 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
9 210, 226.3, 558, 1174.5, 1197.1, and 2699;
10 C. For equitable, including, without limitation, injunctive relief;
11 C. Pre-judgment and post-judgment interest;
12 D. For costs of suit incurred herein; and
13 E. Such other and further relief as the Court deems just and proper.

14 Dated: October 31, 2025

BIBIYAN LAW GROUP, P.C.

16 BY: /s/ Calyn V. Hadlock

17 MOLLY A. DESARIO

18 CALYN V. HADLOCK

SAREEN K. KHAKH

19 Attorneys for Plaintiff LAWRENCE
20 PARKER as an aggrieved employee, and on
21 behalf of all other aggrieved employees under
22 the Labor Code Private Attorneys' General
23 Act of 2004,
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