BOKHOUR
LAW GROUP

MEHRDAD BOKHOUR
Attorney at Law

1901 Avenue of the Stars | Suite 520
Los Angeles | California 90067

tel 310 975 1493
fax 310 675 0861

November 3, 2026

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

DOMINO'S PIZZA LLC
30 FRANK LLOYD WRIGHT DR.
ANN ARBOR, MI 48106

C/O C T CORPORATION SYSTEM
330 N BRAND BLVD, SUITE 700
GLENDALE, CA 91203

Re: *Porsche Traylor v. Domino's Pizza LLC*
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office and Falakassa Law, P.C. represent Porsche Traylor (hereinafter "Traylor") and a proposed group of current and former non-exempt employees working for Domino's Pizza LLC dba Domino's Distribution Center (hereinafter "Domino's") in its California supply-chain operations for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1194.2, 1197, 1197.1, 1199, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online. A copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Traylor wishes to bring a representative action on behalf of Traylor and the State of California, as well as on behalf of the following group of "aggrieved employees":

> All current and former non-exempt hourly employees employed by Domino's Pizza LLC in its California supply-chain operations, including distribution and related production and maintenance operations, during the one year immediately preceding the filing of this PAGA Notice and continuing thereafter ("aggrieved employees"). Employees of independently owned franchisees are excluded unless employed by Domino's Pizza LLC.

mehrdad@bokhourlaw.com
www.bokhourlaw.com

Domino's Pizza LLC operates supply-chain facilities that distribute food products and related supplies to Domino's stores. Traylor worked in its distribution operation in Ontario, California.

Traylor was employed by Domino's as a non-exempt Warehouse Associate from March 3, 2026, to October 15, 2026, at its distribution center at 301 S. Rockefeller Avenue, Ontario, California 91761. Traylor's duties included selecting products and loading them onto trucks for delivery. Traylor worked alongside other non-exempt employees engaged in warehouse and distribution work.

The employees addressed by this notice are non-exempt hourly employees employed by Domino's Pizza LLC in its California supply-chain operations who were subject to the challenged policies and practices.

Traylor alleges that the challenged wage-and-hour policies and practices applied to similarly situated non-exempt hourly employees in Domino's California supply-chain operations. This notice does not attribute franchisees' employment practices to Domino's Pizza LLC solely because the franchisees operate under the Domino's brand.

At all relevant times, Traylor and other aggrieved employees regularly worked various shifts, many of which exceeded 8.0 hours in a workday and 40.0 hours in a workweek. Traylor alleges that other aggrieved employees were subjected to the same policies, procedures, practices, working conditions, and wage-and-hour violations Traylor experienced during Traylor's employment.

First, at all relevant times, Domino's has consistently failed to accurately record and pay for all time worked, including time during which aggrieved employees were under the employer's control. This included a policy and practice of failing to accurately record and capture aggrieved employees' time, including all time spent working off the clock. As a result of this company-wide policy and practice, Traylor and other aggrieved employees were not compensated for all hours worked, including overtime, in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

As a result of Domino's unlawful timekeeping and off-the-clock work policies and practices, Traylor and other aggrieved employees were not adequately compensated for all hours worked, including minimum and overtime wages, in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders. Additionally, due to the unlawful timekeeping policies and practices, Traylor and other aggrieved employees were not paid the correct overtime rate for hours worked in excess of 8 hours per shift, in violation of Labor Code § 510.

Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law or by order of the commission a civil penalty, restitution of wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed, one

hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid...[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day, no less than one and one-half times (11/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

Accordingly, through PAGA and to the extent permitted by law, Traylor and other aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Furthermore, at all relevant times, Traylor and other non-exempt employees worked regular shifts lasting more than 8.0 hours in a workday and more than 40 hours in a workweek. However, Traylor and other non-exempt employees were not properly paid at the correct overtime rate for all overtime hours worked due to Domino's uniform failure to include all forms of compensation/remuneration, including, but not limited to, shift pay, non-discretionary bonuses, commissions, stipends, incentives, and all other forms of remuneration in calculating the "regular rate of pay" for purposes of overtime compensation.

Under the California Labor Code (as well as the FLSA), courts have consistently held that regularly paid non-discretionary bonuses (and other forms of pay) must be included in determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana Corp.,* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc*. 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California and federal law on the grounds that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-Reynolds Hardwood Co*. (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact. Once the parties have decided upon the amount of wages and the mode of payment, the determination of the regular rate becomes a matter of mathematical computation, the

result of which is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110 ("production bonus") and 778.111 ("piece-rate").

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0) hours worked on the seventh consecutive day, no less than one and one-half times (11/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0) hours in any workday or more than 40.0 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By their policy of requiring aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate of one-half (11/2) their regular rate of pay, Domino's willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Accordingly, through PAGA and to the extent permitted by law, Traylor and other aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Similarly, at all relevant times, Domino's also failed in its obligation to provide Traylor and other aggrieved employees the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code §246(i) requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

Here, at all relevant times, Domino's failed in its obligation to provide Traylor and other aggrieved employees the legally required paid sick days at the "regular rate of pay," including all forms of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Domino's paid sick time below Traylor's base rate of pay rather than the "regular rate of pay" as required by Labor Code §§ 246(l) (1-2).

Based on the foregoing Labor Code violations, Traylor seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Moreover, at all relevant times, Traylor and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to Domino's uniform meal period policies/practices, operational requirements and work demands, Traylor and other aggrieved employees often could not take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work. Further, when Traylor and other aggrieved employees worked more than 10.0 hours in a shift, they were not allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Indeed, Traylor's and other aggrieved employees' meal periods were often interrupted and lasted fewer than 30 minutes due to Domino's meal period policies/procedures, operational requirements, and work demands.

In addition, for each missed or non-compliant meal period, Domino's failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7.

Accordingly, due to Domino's uniform meal period practices, Traylor and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders and are entitled to penalties under Labor Code § 2699(f)(2).

Next, at all relevant times, Traylor and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to Domino's uniform rest period policies/practices, operational requirements and work demands. As a result, Traylor and other aggrieved employees were and are often unable to take a net 10-minute duty-free rest period for every major fraction of four hours worked. This includes a second rest period for shifts exceeding 6 hours and a third rest period for shifts exceeding 10.0 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, Domino's failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the

California Supreme Court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained: "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id*. at 273. Each time Traylor and other aggrieved employees could not take a compliant rest period, Domino's failed and continues to fail to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to Domino's uniform rest period policies/practices and work demands, Traylor and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders and would be entitled to penalties under Labor Code § 2699(f)(2).

As a result of the unpaid wages and meal and rest period premiums alleged above, Domino's issued wage statements that inaccurately reported gross and net wages earned and, to the extent unrecorded work occurred, total hours worked and corresponding hours at each applicable hourly rate, in violation of Labor Code section 226(a)(1), (2), (5), and (9). The wage statements did not permit Traylor and other affected employees to promptly and easily determine the correct wages earned or the amounts remaining unpaid. This notice seeks civil penalties through PAGA for the alleged wage statement violations; any claim for statutory damages under section 226(e) is distinct.

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

Traylor seeks civil penalties recoverable through PAGA for the wage statement violations alleged above, subject to the applicable statutory requirements and limitations. Any claim for damages under Labor Code section 226(e) is separate from the PAGA civil penalties sought by this notice.

Traylor was discharged on October 15, 2026. Domino's failed to pay Traylor and other separated aggrieved employees the unpaid wages and meal and rest period premiums alleged above within the time required by Labor Code sections 201 and 202. This theory concerns amounts remaining unpaid at separation and does not independently allege late delivery of Traylor's final paycheck based solely on its payment date. Traylor seeks civil penalties recoverable through PAGA for the alleged final-wage violations, subject to applicable statutory limitations; section 203 waiting time penalties, where recoverable, are a separate remedy.

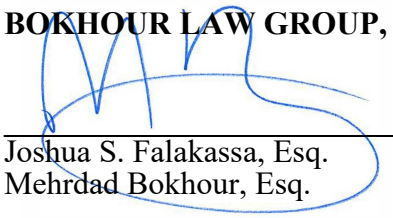
Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged hereinabove. We understand that if we do not receive a response from your office within sixty-

five (65) calendar days of this PAGA Notice, Ms. Traylor may thereafter pursue her interests and the interests of similarly aggrieved employees with a civil complaint against Domino's for its violations of the California Labor Code and applicable Wage Orders.

While we intend to pursue a PAGA representative and/or Class Action lawsuit against Domino's for unpaid wages and civil penalties under Labor Code § 2699, it is our firm's policy to negotiate an early resolution of all matters, where possible and beneficial to all aggrieved employees. If Domino's is interested in resolving this matter, please contact me or have your lawyer contact our office to discuss an informal discovery plan and the possibility of early mediation by **January 3, 2027.**

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.



Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.