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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 05 2011

ALAN CARLSON, Clerk of the Court

BY: M. PORTER DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

9 CHARLES DRENGBERG, an individual,

10 Plaintiff,

11 vs.

12 THE DOLCE GROUP, LLC, a California limited
13 liability company;

14 THE DOLCE GROUP CONCEPTS, LLC, a
15 California limited liability company;

16 LONNIE MOORE, an individual;

17 SHEREENE ARAZM, an individual;

18 MICHAEL MALIN; an individual;

19 DOES 1 through 10, inclusive,

20 Defendants.

Case No.:

30-2011

00513176

COMPLAINT FOR:

1. UNFAIR COMPETITION UNDER BUSINESS & PROFESSIONS CODE SECTION 17200
2. VIOLATION OF CAL. LABOR CODE SECTION 2699

JUDGE ANDREW P. BANKS
DEPT. C11

21 Plaintiff alleges:

- 22 1. Plaintiff CHARLES DRENGBERG is an individual residing in Orange County, California.
- 23 2. Plaintiff is informed and believes and based on such information and belief makes the
24 allegations in this paragraph. For the past several years, Defendants have owned and operated several
25 restaurants within California including Ketchup Restaurant, Johnny Smalls Restaurant, Angels & Kings
26 Restaurant, and Geisha House Restaurants. The individual Defendants are partners and owners of the
27 corporate Defendants, and at the time of the acts alleged herein, acted on behalf of the corporate
28 defendants. At the time of the acts alleged herein. All Defendants were citizens of California.

1 3. Plaintiff is informed and believes and based on such information and belief makes the
2 allegations in this paragraph. Defendants own two restaurants under the name Geisha House, one in Los
3 Angles and the other located at 2773 North Main Street, Santa Ana, California, 92705 (“OC Geisha
4 House”). However, some time in May 2011, Defendants sold the OC Geisha House to J&A Restaurant
5 Management, Inc.

6 4. Defendants employed Plaintiff as a server and bartender at the OC Geisha House from
7 grand opening until its sale.

8 5. Defendants Doe 1 through Doe 10, inclusive, are sued herein under fictitious names. Their
9 true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained,
10 Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is
11 informed and believes, and thereon alleges, that each of the fictitiously named Defendants is responsible
12 in some manner for the occurrences herein alleged, and that Plaintiff’s damages as herein alleged were
13 proximately caused by those Defendants. Each reference in this complaint to “Defendant” or
14 “Defendants” refers also to all Defendants sued under fictitious names.

15 6. Each of the defendants was the agent, joint venturer and employee of each of the remaining
16 defendants and in doing the things hereinafter alleged, each was acting within the course and scope of said
17 agency, employment and joint venture with the advance knowledge, acquiescence or subsequent
18 ratification of each and every remaining defendant.

19 7. Plaintiff is informed and believes and based on such information and belief makes the
20 allegations in this paragraph. At all times mentioned herein, Defendants THE DOLCE GROUP, LLC and
21 THE DOLCE GROUP CONCEPTS, LLC (“Corporate Defendants”) were organized and operated as the
22 alter ego of Defendants LONNIE MOORE, SHEREENE ARAZM, and MICHAEL MALIN (“Individual
23 Defendants”) for their personal benefit, and that there existed a unity of interest in ownership between
24 them and the Corporate Defendants, such that any individuality and separateness between them ceased to
25 exist in that the Individual Defendants so completely controlled, dominated, managed, and operated the
26 Corporate Defendants and intermingled the assets to suit their convenience and personal benefit; that the
27 Individual Defendants used the assets of the Corporate Defendants for their personal use and caused
28 assets of the corporation to be transferred to them, or others, without adequate consideration; and that the
Individual Defendants and the Corporate Defendant, so intermingled and commingled their personal,
business and financial affairs that the Corporate Defendants were the alter ego of the Individual
Defendants. An injustice will result if the theoretical corporate entity is not disregarded in that Plaintiff is
informed and believes that the Individual Defendants used the corporation in a scheme and plan to

1 defraud Plaintiff and to avoid his legitimate obligations to Plaintiff. Adherence to the fiction of the
2 separate existence of the Corporate Defendants as an entity distinct from the Individual Defendants will
3 permit the abuse of the corporate fiction, sanction fraud and promote injustice. It is therefore appropriate
4 to pierce the corporate veil.

5 **FIRST CAUSE OF ACTION FOR UNFAIR COMPETITION UNDER**
6 **BUSINESS & PROFESSIONS CODE SECTION 17200**
7 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

8 8. Plaintiff repeats and realleges each and every allegation contained in the foregoing
9 paragraphs as if fully set forth herein.

10 9. Drenberg has often worked in excess of 5 hours a day without being afforded full and
11 uninterrupted off-duty meal period of at least a one-half hour in which he was relieved of all duties. He
12 has also often worked at least 10 hours a day without receiving a second full and uninterrupted off-duty
13 meal period of at least one-half hour in which they were relieved of all duties. Defendants have known
14 these facts and permitted, encouraged, or required Drenberg to forego these meal periods without
15 compensating them for the missed meal periods. Labor Code §§ 226.7, 512, 1198, and Industrial Welfare
16 Commission wage order No. 5-2001 (Cal. Code Regs., tit. 8, § 11050) (“Wage Order No. 5-2001”).

17 10. Drenberg has regularly worked over four-hour periods (or major fraction thereof) without
18 Defendants authorizing and permitting him to take a paid 10-minute rest period. Defendants have known
19 these facts and suffered, permitted, encouraged, or required Drenberg to forego these rest periods. Labor
20 Code §§ 226.7, 1198, and Wage Order No. 5-2001.

21 11. Defendants have failed to furnish Drenberg with timely itemized wage statements
22 accurately showing total hours, meal-and-rest break premiums, split-shift premiums, reporting time pay,
23 on call pay, and other information required to be disclosed by California law. Defendants have also failed
24 to keep payroll records showing the actual hours worked daily, meal periods, and split shift intervals
25 worked by Drenberg. These acts of the Defendants violate of Labor Code §§ 226, 1174, 1174.5, 1198,
26 and Wage Order No. 5-2001.

27 12. Defendants have required, encouraged, permitted or suffered Drenberg to work but failed
28 to pay Drenberg minimum wage for those hours worked. These acts of the Defendants violate Labor
Code §§ 1197, 1198, and Wage Order No. 5-2001.

13. Defendants have regularly required, encouraged, permitted or suffered Drenberg to work
overtime but failed to pay Drenberg overtime wage for those hours worked. These acts of the Defendants
violate Labor Code §§ 510, 1198, and Wage Order No. 5-2001.

1 14. Defendant have failed to pay Drengberg's wages when due. These acts of the Defendants
2 violate Labor Code §§ 204, 1198, and Wage Order No. 5-2001.

3 15. Defendants have regularly required, encouraged, permitted or suffered Drengberg to work
4 split-shifts days without compensating him one hour pay at minimum wage in addition to the minimum
5 wage for that day. These acts of the Defendants violate Labor Code § 1197, 1198, and Wage Order No. 5-
2001.

6 16. Defendants have regularly required, encouraged, permitted or suffered Drengberg to
7 remain on call for work so that Drengberg was unable to use that time effectively for his own purposes,
8 but Defendants did not pay Drengberg minimum wages for the time spent waiting to be engaged to work
9 by Defendants. These acts of the Defendants violate Labor Code § 1197, 1198, and Wage Order No. 5-
2001.

10 17. Defendants have required Drengberg to wear uniforms as a condition of employment, but
11 have failed to provide and maintain the uniform. Drengberg has had to pay for his uniforms. These acts
12 of Defendants violate Labor Code § 1198 and Wage Order No. 5-2001.

13 18. Defendants' aforementioned acts constitute unlawful business acts and practices by
14 violating California law including, but not limited to laws cited above.

15 19. As a result of their unlawful, unfair, and/or fraudulent acts, Defendants have reaped and
16 continue to reap unfair benefits and illegal profits at the expense of Drengberg. Therefore, Defendants
17 should be enjoined from these activities and should provide restitution to Plaintiff the wrongfully
18 withheld wages and other benefits pursuant to business & Professions Code § 17203, in a sum according
to proof, but not less than One million dollars.

19 **SECOND CAUSE OF ACTION FOR VIOLATION OF**
20 **THE PRIVATE ATTORNEY GENERAL ACT, CAL. LAB. CODE 2699, et seq.**
21 **(BY PLAINTIFF, ON BEHALF OF PLAINTIFF AND OTHER CURRENT OR FORMER**
22 **EMPLOYEES OF DEFENDANTS INJURED BY DEFENDANTS' VIOLATIONS, AGAINST**
23 **ALL DEFENDANTS)**

24 20. Plaintiff repeats and realleges each and every allegation set forth in all of the foregoing
25 paragraphs as if fully set forth herein.

26 21. All acts of Defendants alleged in the first cause of action above, constitute unlawful
27 activity prohibited by the California Labor Code and therefore, these acts constitute violations of the
28 Private Attorney General Act ("PAGA").

29 22. Plaintiff brings his PAGA claims on behalf of himself and all other aggrieved current or
former employees injured by Defendants' violations.

1 23. Plaintiff sent a letter to Defendants via certified mail on August 8, 2011 ("Letter") that
2 requested Defendants to make the content of his personnel records available and to allow him to inspect
3 or copy records relating to his personnel file pursuant to the following laws:

4 Cal. Labor Code §§ 226, 432, 1174, and 1198.5
5 8 Cal. Code Reg. §§ 3203(b), 11050(7), 14300 et seq.
6 2 Cal. Code Reg. § 7287.0
7 29 U.S.C. § 211
8 29 C.F.R. §§ 516.5, 516.6

9 Defendants received the Letter by August 9, 2011. As of the filing date of this complaint,
10 Defendants have refused to make Plaintiff's personnel records available for inspection or copying. These
11 acts of Defendants violate sections 226 and 1198.5 of the Labor Code and wage order no. 5-2001.

12 24. On August 30, 2011, Plaintiff sent written notice by certified mail to Defendants and the
13 Labor and Workforce Development Agency ("Agency") specifying the Labor Code provisions violated,
14 including the facts and theories to support the alleged violation.

15 25. As of October 5, 2011, Plaintiff has not received any notice from the Agency.

16 26. Therefore, under the provisions of PAGA and Labor Code §§ 226, 226.7, 510, 512, 1174,
17 1174.5, 1197, 1198, 1198.5. as well as wage order no. 5-2001, Defendants are liable for penalties,
18 damages, and attorney fees.

19 PRAYER FOR RELIEF

20 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follow:

- 21 1. That the Court find that Defendants have violated California Labor Code §§ 226.7 and
22 512, and Wage Order No. 5-2001 by failing to afford Drengberg full and uninterrupted off-
23 duty meal and rest periods or compensation in lieu thereof;
- 24 2. That the Court find that Defendants have violated the record-keeping provisions of Labor
25 Code §§ 226, 1174(d), and Wage Order No. 5-2001 ¶ (7)(A) as to Plaintiff;
- 26 3. That the Court find that Defendants have violated California Labor Code §§ 204, 1197,
27 1198, and Wage Order No. 5-2001 ¶ 4(C) by failing to compensate Drengberg for all the
28 work he performed for Defendants;
4. That the Court find that Defendants have violated California Labor Code §510, Wage
Order No. 5-2001 ¶ 3(A)) by failing to compensate Drengberg for all overtime hours
worked for Defendants;

- 1 5. That the Court find that Defendants have violated California Labor Code §§ 204, 1197,
2 1198, and Wage Order No. 5-2001 ¶ 4(C) by failing to pay Drengberg split shift premiums.
- 3 6. That the Court find that Defendants have violated California Labor Code §§ 204, 1197,
4 1197, and Wage Order No. 5-2001 ¶ 4(C) by failing to pay Drengberg for time spent on
5 call so that Drengberg was unable to use that time effectively for his own purposes.
- 6 7. That the Court find that Defendants have violated Labor Code 1198 and Wage Order No.
7 5-2001 by requiring Drengberg to wear uniforms as a condition of employment, but
8 Defendants failed to provide and maintain the uniform.
- 9 8. That the Court find that Defendants have violated Business & Professions code § 17200 by
10 failing to keep proper time records, by failing to afford Drengberg full and uninterrupted
11 off-duty meal and rest periods, by failing to timely furnish Drengberg with statements
12 accurately showing total hours worked;
- 13 9. That the Court find tha Defendants have violated the Private Attorney General Act, Cal.
14 Labor Code § 2699, *et seq.* for all aggrieved employees employed by Defendants by failing
15 to keep proper time records, by failing to afford Plaintiffs full and uninterrupted off-duty
16 meal and rest periods, by failing to pay Plaintiffs all wages due, by failing to timely furnish
17 Plaintiff with accurate wage statements, and by failing to allow Plaintiff to inspect his
18 personnel files.
- 19 10. That the Court find that Defendants' violations as described have been willful;
- 20 11. That the Court award Drengberg restitution for all wages earned by Drengberg including
21 for missed meal and rest period; split shifts, on call shifts; and work performed without
22 compensation.
- 23 12. That the Court impose penalties against Defendant on behalf of all aggrieved current or
24 former employees according to the Private Attorney General Act in an amount not less
25 than total sum of one million dollars;
- 26 13. That Defendants be ordered and enjoined to pay restitution to Drengberg due to
27 Defendants' unlawful and/or unfair activities, pursuant to Business & Professions Code §§
28 17200-17205;
14. That Plaintiff be awarded reasonable attorneys' fees and costs pursuant to Civil Procedure
Code § 1021.5, Labor Code § 2699 and/or other applicable law; and
15. That the Court award such other and further relief as this Court may deem appropriate.

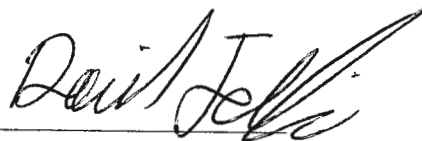
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: October 5, 2011

JAFARI LAW GROUP, INC.



David V. Jafari, Esq.
Attorney for Plaintiff