

**LOYR, APC**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

11 DYLAN YEISER-FODNESS, an  
12 individual,

13 Plaintiffs,

14 vs.

14 MASTER DOG TRAINING, a  
15 California corporation; 5 STAR K-9  
16 ACADEMY, INC., a California  
17 corporation; EKATERINA  
KOROTUN, an individual; and DOES  
1 through 25, inclusive,

18 Defendants.

**CASE NO. 22STCV21852**

*[Assigned for all purposes to the Hon.  
Armen Tamzarian, Dept. 52]*

**JOINT STIPULATION AND  
[PROPOSED] ORDER FOR LEAVE  
TO FILE FIRST AMENDED  
COMPLAINT**

1 **TO THE COURT, ALL PARTIES, AND TO THEIR COUNSEL OF RECORD:**

2 WHEREAS Plaintiff seeks to amend his Complaint to add a cause of action for  
3 Misclassification as an Independent Contractor.

4 **IT IS HEREBY STIPULATED**, by and between Plaintiff and Defendant, by and  
5 through their counsel of record, that Plaintiff shall be granted leave to file a First  
6 Amended Complaint, in the form attached hereto as Exhibit A.

7  
8 Dated: April 5, 2023

**LOYR, APC**

9  
10 

11 By: \_\_\_\_\_

12 Young W. Ryu, Esq.  
13 Joshua Park, Esq.  
14 Kee Seok Mah, Esq.  
15 Attorneys for Plaintiff,  
16 DYLAN YEISER-FODNESS

17 Dated:

**LAW OFFICES OF NATALIA FOLEY**

18  
19 

20 By: \_\_\_\_\_

21 Natalia Foley, Esq.  
22 Attorneys for Defendants  
23 MASTER DOG TRAINING, 5 STAR K-9  
24 ACADEMY, INC., and EKATERINA KOROTUN

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**[PROPOSED] ORDER**

Having considered the Stipulation regarding the agreement to allow Plaintiff to file his First Amended Complaint, the Court hereby orders that Plaintiff has leave to file his First Amended Complaint, in the form attached as Exhibit A, without the need of a formal motion.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_

The Honorable Armen Tamzarian  
Judge, Los Angeles County Superior Court

# **EXHIBIT A**

1 **LOYR, APC**  
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12 Attorneys for Plaintiff DYLAN YEISER-FODNESS

13  
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF LOS ANGELES**

16 DYLAN YEISER-FODNESS, an  
17 individual,

18 Plaintiff,

19 v.

20 MASTER DOG TRAINING, a  
21 California corporation; 5 STAR K-9  
22 ACADEMY, INC., a California  
23 corporation; EKATERINA  
24 KOROTUN, an individual; and DOES  
25 1 through 25, inclusive,

26 Defendants.

Case No.: 22STCV21852

**FIRST AMENDED COMPLAINT  
FOR DAMAGES**

1. Violation of Labor Code § 226 (Failure to Provide Complete And Accurate Itemized Statements)
2. Violation of Labor Code § 1194, Et Seq. (Failure to Pay Overtime and Double Time Compensation)
3. Violation of Labor Code § 1198.5 (Failure to Permit Inspection or Copying of Personnel File)
4. Violation of Labor Code §§ 226.7, 512, 558, and 1198 (Failure to Provide Rest and Meal Breaks)
5. Violation of Labor Code §§ 201-203 (Failure to Pay All Compensation Owed Upon Termination)
6. Retaliation in Violation of Cal. Labor Code § 98.6
7. Tortious Wrongful Termination in Violation of Public Policy
8. Violations of Cal. B&P Code §§ 17200, *ET SEQ.*

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9. Misclassification as Independent Contractor

**DEMAND FOR JURY TRIAL**

Plaintiff DYLAN YEISER-FODNESS (“PLAINTIFF”), an individual, complains of Defendants MASTER DOG TRAINING, a California corporation (“MASTER”); 5 STAR K-9 ACADEMY, INC., a California corporation (“5 STAR”); EKATERINA KOROTUN, an individual (“KOROTUN”); and DOES 1 through 25, inclusive (collectively “DEFENDANTS”) and each of them, and alleges as follows:

**JURISDICTION AND VENUE**

1. The Superior Court of the State of California has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other trial courts.” Jurisdiction is conferred on this Court as to all causes of action as they arise under state statutory or common law.

2. The Superior Court of the State of California has jurisdiction over Defendants MASTER, 5 STAR, and KOROTUN, who conduct business in the State of California.

3. Pursuant to California Code of Civil Procedure section 395(a), venue is proper in the County of Los Angeles because the defendants’ obligations and liability arose, at least in part, therein, and because the alleged injuries sustained by PLAINTIFF occurred in the County of Los Angeles, including the unlawful employment practices of MASTER, 5 STAR, and KOROTUN, and DOES 1 through 25, inclusive, as alleged herein.

**PARTIES**

4. Plaintiff DYLAN YEISER-FODNESS (“Plaintiff”) is, and at all times relevant to this Complaint was, an individual residing in Los Angeles County, California.

///  
///

1           5.       PLAINTIFF is informed and believes, and upon such basis alleges,  
2 that at all times relevant hereto, Defendant MASTER was and is a corporation  
3 organized and existing under the laws of California; and was and is registered to  
4 conduct business in the State of California. PLAINTIFF is informed and believes  
5 and thereon alleges that the principal place of business for Defendant MASTER is  
6 located at 7332 Remmet Ave, Canoga Park, CA 91303. At all material times,  
7 MASTER was an “employer” of PLAINTIFF within the meaning of all applicable  
8 California state laws, statutes, and regulations.

9           6.       PLAINTIFF is informed and believes, and upon such basis alleges,  
10 that at all times relevant hereto, Defendant 5 STAR was and is a corporation  
11 organized and existing under the laws of California; and was and is registered to  
12 conduct business in the State of California. PLAINTIFF is informed and believes  
13 and thereon alleges that the principal place of business for Defendant 5 STAR is  
14 located at 12730 Mulholland Dr., Los Angeles, CA 90210. At all material times, 5  
15 STAR was an “employer” of PLAINTIFF within the meaning of all applicable  
16 California state laws, statutes, and regulations.

17           7.       PLAINTIFF is informed and believes, and upon such basis alleges,  
18 that at all times relevant hereto, Defendant KOROTUN was and is an individual,  
19 and the owner/operator of 5 STAR and MASTER. At all material times, KOROTUN  
20 was an “employer” of PLAINTIFF within the meaning of all applicable California  
21 state laws, statutes, and regulations.

22           8.       PLAINTIFF is informed and believes and based thereon alleges that,  
23 at all material times alleged herein, Defendants MASTER, 5 STAR, KOROTUN,  
24 and DOES 1 through 25, inclusive, and each of them, were the agents, partners,  
25 joint venturers, joint employers, representatives, servants, employees, successors-  
26 in-interest, co-conspirators, and assigns, each of the other, and all times relevant  
27 hereto were acting within the course and scope of their authority as such agents,  
28 partners, joint venturers, joint employers, representatives, servants, employees,

1 successors-in-interest, co-conspirators, and assigns, and all acts or omissions alleged  
2 herein were duly committed with the ratification, knowledge, permission,  
3 encouragement, authorization, and consent of each defendant designated herein.

4 9. The true names and capacities, whether corporate, associate,  
5 individual, or otherwise, of defendants DOES 1 through 25, inclusive, are presently  
6 unknown to PLAINTIFF who sues said defendants by such fictitious names.  
7 PLAINTIFF is informed and believes and based thereon alleges that each of the  
8 defendants designated as DOE is in some manner responsible and liable for the  
9 wrongs and damages as alleged below, and in so acting, was functioning as the  
10 agent, servant, partner, and employee of the codefendants; and in doing such  
11 actions mentioned below, was acting within the course and scope of his or her  
12 authority as such agent, servant, partner, and employee with the permission and  
13 consent of the codefendants. PLAINTIFF will seek leave of court to amend this  
14 Complaint to show the true names and capacities when the same have been  
15 ascertained.

16 10. Defendants MASTER, 5 STAR, KOROTUN, and DOES 1 through 25,  
17 inclusive, will be hereinafter collectively referred to as "DEFENDANTS."

18 11. Whenever and wherever reference is made of individuals who are not  
19 named as PLAINTIFF or DEFENDANTS in this Complaint, but were agents,  
20 servants, employees, and/or supervisors of DEFENDANTS, such individuals at all  
21 relevant times acted on behalf of DEFENDANTS within the scope of their  
22 employment.

23 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

24 12. KOROTUN owned and/or controlled the businesses operated by  
25 MASTER and 5 STAR, and furthermore, KOROTUN exercised control over the  
26 labor practices of each and every one of the employees (inclusive of Plaintiff), of each  
27 and every one of their said interests, and caused the violations at issue in this  
28 Complaint.



1           13. Plaintiff is informed and believes, and based thereon alleges that there  
2 exists such a unity of interest and ownership between KOROTUN, MASTER, 5  
3 STAR, and DOES 1-25 that the individuality and separateness of Defendants have  
4 ceased to exist.

5           14. Plaintiff is informed and believes, and based thereon alleges that  
6 despite the formation of purported corporate existence, KOROTUN, MASTER, 5  
7 STAR, and DOES 1-25 are, in reality, one and the same including, but not limited  
8 to, because:

9           a. MASTER and 5 STAR are completely dominated and controlled  
10 by KOROTUN, who personally committed the violations of laws as set forth  
11 in this complaint, and who have hidden and currently hide behind MASTER  
12 and 5 STAR to perpetrate frauds, circumvent statutes, or accomplish some  
13 other wrongful or inequitable purpose.

14           b. KOROTUN is the owner, director, officer, and/or managing  
15 agent of MASTER and 5 STAR, and the term managing agent has the same  
16 meaning as in subdivision (b) of Section 3294 of the California Civil Code.

17           c. DOES 1-25 derive actual and significant monetary benefits by  
18 and through KOROTUN, 5 STAR, and MASTER, and their unlawful conduct,  
19 and by using KOROTUN, 5 STAR, and MASTER as the funding source for  
20 their own personal expenditures.

21           15. Plaintiff is informed and believes that KOROTUN, MASTER, 5 STAR,  
22 and DOES 1-25, while really one and the same, were segregated to appear as  
23 though separate and distinct for purposes of perpetrating a fraud, circumventing a  
24 statute, or accomplishing some other wrongful or inequitable purpose.

25           16. Plaintiff is informed and believes that KOROTUN, MASTER, and 5  
26 STAR do not comply with all requisite corporate formalities to maintain a legal and  
27 separate corporate existence.

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1           17. Plaintiff is informed and believes, and based thereon alleges, that the  
2 business affairs of KOROTUN, MASTER, 5 STAR, and DOES 1-25 are, and at all  
3 times relevant were, so mixed and intermingled that the same cannot reasonably be  
4 segregated, and the same are in inextricable confusion. KOROTUN, MASTER, 5  
5 STAR, are, and at all times relevant hereto were, used by DOES 1-25 as a mere  
6 shell and conduit for the conduct of certain of Defendants' affairs, and is, and was,  
7 the alter ego of DOES 1-25. The recognition of the separate existence of KOROTUN,  
8 MASTER, and 5 STAR would not promote justice, in that it would permit  
9 Defendants to insulate themselves from liability to Plaintiff for violations of the  
10 Government Code, Civil Code, Labor Code, and other statutory violations. The  
11 corporate existence of KOROTUN, MASTER, 5 STAR, and DOES 1-25 should be  
12 disregarded in equity and for the ends of justice because such disregard is necessary  
13 to avoid fraud and injustice to Plaintiff herein.

14           18. Accordingly, KOROTUN, MASTER, and 5 STAR constitute the alter  
15 ego of each other, and DOES 1-25, and the fiction of their separate corporate  
16 existence must be disregarded.

17           19. As a result of the aforementioned facts, Plaintiff are informed and  
18 believes, and based thereon alleges that KOROTUN, MASTER, 5 STAR, and DOES  
19 1-25 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff  
20 was an employee of KOROTUN, MASTER, 5 STAR, and DOES 1-25. Plaintiff  
21 performed services for each and every one of Defendants, and to the mutual benefit  
22 of all Defendants, and all Defendants shared control of Plaintiff as employee, either  
23 directly or indirectly, and the manner in which Defendants' business was and is  
24 conducted.

25                           **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

26           20. From approximately October 2, 2020, and until DEFENDANTS  
27 wrongfully terminated PLAINTIFF on or about April 24, 2022, DEFENDANTS  
28

1 employed PLAINTIFF as a dog trainer. Throughout his employment, PLAINTIFF  
2 was a dedicated and reliable employee.

3 21. Throughout his employment, PLAINTIFF was compensated at an  
4 hourly rate of \$20.

5 22. PLAINTIFF'S regular shift was from 8 a.m. to 9 or 10 p.m. (13 to 14  
6 hours per day), 6 to 7 days per week. Thus, PLAINTIFF regularly worked up to 6  
7 hours of overtime per day, and up to 42 hours of overtime per week. Despite these  
8 facts, PLAINTIFF was never paid the proper overtime rate of \$30 per hour.

9 23. Additionally, throughout his employment, PLAINTIFF never received  
10 his required 30-minute meal breaks or 10-minute rest breaks.

11 24. As a result of DEFENDANTS' failure to properly pay for all overtime  
12 compensation and rest break premiums, PLAINTIFF was not provided with  
13 accurate itemized wage statements. DEFENDANTS paid PLAINTIFF by check  
14 only, often using personal checks, and never itemized any of PLAINTIFF'S  
15 earnings.

16 25. Beginning in approximately November 2020, PLAINTIFF complained  
17 to DEFENDANTS about his unpaid overtime and missed meal and rest breaks.  
18 Despite his concerns, DEFENDANTS never ceased their illegal practices.

19 26. For the next two years, PLAINTIFF continued to raise concerns about  
20 DEFENDANTS' illegal conduct. Shortly before his termination, PLAINTIFF  
21 became even more persistent. His complaints became daily, public, and in writing.

22 27. On or about April 24, 2022, DEFENDANTS terminated PLAINTIFF on  
23 the pretext that he was using the bathroom too much. On information and belief,  
24 DEFENDANTS terminated PLAINTIFF as retaliation for his complaints about  
25 DEFENDANTS' illegal business practices.

26 28. DEFENDANTS did not pay all compensation due to PLAINTIFF at the  
27 time of his termination, including but not limited to unpaid overtime and missed  
28 meal and rest period premiums. DEFENDANTS also insisted that PLAINTIFF sign

1 a mutual release for liability. Because PLAINTIFF refused to sign, DEFENDANTS  
2 have completely withheld his final 40 hours of pay.

3 29. Throughout the course of PLAINTIFF'S employment, through and  
4 including the last day that PLAINTIFF worked, DEFENDANTS completely  
5 controlled PLAINTIFF's performance, including the manner in which PLAINTIFF  
6 was to perform his required duties as follows:

7 A. DEFENDANTS provided PLAINTIFF with all supplies and costs as  
8 required to perform his duties;

9 B. PLAINTIFF was told what days and hours he was required to work,  
10 where to go and what to do;

11 C. PLAINTIFF had no ability to turn down jobs assigned to him by  
12 DEFENDANTS;

13 D. DEFENDANTS had the right to discipline PLAINTIFF and to fire  
14 PLAINTIFF at will;

15 E. PLAINTIFF was not required to make any major investments in  
16 equipment or materials to provide the services;

17 F. PLAINTIFF'S occupation and work is usually done under the direction  
18 of the principal or a supervisor; and

19 G. PLAINTIFF believed that by going to work for DEFENDANTS, he was  
20 creating an employer-employee relationship.

21 30. On or about May 18, 2022, PLAINTIFF, through his attorneys, sent  
22 DEFENDANTS a written request for a copy of his wage records. As of the date of  
23 filing this Complaint, however, DEFENDANTS have failed to produce the requested  
24 records.

25 31. PLAINTIFF is informed and believes and based thereon alleges that  
26 DEFENDANTS intentionally and willfully took the aforementioned adverse  
27 employment actions and disparate treatment because of his exercise of his rights  
28 under Labor Code §98.6.

1 32. As a result of the aforementioned wrongful conduct by DEFENDANTS,  
2 PLAINTIFF experienced, and continues to experience, extreme emotional distress  
3 in the form of stress, depression, and feeling ashamed and worthless.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO FURNISH AN ACCURATE, ITEMIZED WAGE STATEMENT**  
6 **UPON PAYMENT OF WAGES IN VIOLATION OF CAL. LABOR CODE §§**

7 **226, 226.3**

8 **(By PLAINTIFF Against All DEFENDANTS)**

9 33. Plaintiff hereby re-alleges and incorporates by reference all preceding  
10 paragraphs as though each paragraph were fully set forth herein.

11 34. Labor Code § 226(a) sets forth reporting requirements for employers  
12 when they pay wages, as follows: “[e]very employer shall ... at the time of each  
13 payment of wages, furnish his or her employees ... an accurate itemized statement  
14 in writing showing (1) gross wages earned; (2) total hours worked by the  
15 employee....(5) net wages earned ... and (9) all applicable hourly rates in effect  
16 during the pay period and the corresponding number of hours worked at each  
17 hourly rate by the employee.” Section (e) provides: “An employee suffering injury as  
18 a result of a knowing and intentional failure by an employer to comply with  
19 subdivision (a) shall be entitled to recover the greater of all actual damages or fifty  
20 dollars (\$50) for the initial pay period in which a violation occurs and one hundred  
21 dollars (\$100) per employee for each violation in a subsequent pay period, not  
22 exceeding an aggregate penalty of four thousand dollars (\$4000), and shall be  
23 entitled to an award of costs and reasonable attorney’s fees.”

24 35. Defendants failed to accurately report the gross wages earned and the  
25 net wages earned by Plaintiff on his wage statements. In particular, Plaintiff was  
26 regularly paid by check or personal check, with no itemization of his earnings.

1           36. Plaintiff was harmed by these failures because, among other things,  
2 the failures hindered Plaintiff from determining the amounts of wages actually  
3 owed to him.

4           37. Plaintiff requests recovery of Labor Code § 226(e) penalties according  
5 to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code §  
6 226(e), in a sum as provided by the Labor Code and/or other statutes.

7           38. WHEREFORE, Plaintiff requests relief as hereinafter provided.

8                                       **SECOND CAUSE OF ACTION**

9           **FAILURE TO PAY OVERTIME AND DOUBLE TIME COMPENSATION IN**  
10           **VIOLATION OF CAL. LABOR CODE § 1194, ET SEQ.**

11                                      **(By PLAINTIFF Against All DEFENDANTS)**

12           39. Plaintiff re-alleges and incorporates by reference all preceding  
13 paragraphs as though each paragraph were fully set forth herein.

14           40. Pursuant to the applicable Industrial Welfare Commission Order and  
15 Labor Code §§ 200, 226, 500, 510, 1194, and 1198, Defendants were required to  
16 compensate Plaintiff for all overtime work performed for the benefit of Defendants.

17           41. Plaintiff was and is a non-exempt employee entitled to the protections  
18 of the Industrial Welfare Commission and Labor Code §§ 200, 226, 500, 510, 1194,  
19 and 1198. During the course of Plaintiff's employment, Defendants failed to  
20 compensate Plaintiff for all overtime hours worked as required under the  
21 aforementioned labor codes and regulations.

22           42. In violation of state law, Defendants have knowingly and willfully  
23 refused to perform their obligations to compensate Plaintiff for all overtime wages  
24 earned and all hours worked.

25           43. As a direct result, Plaintiff has suffered, and continues to suffer,  
26 substantial losses related to the use and enjoyment of such wages, lost interest on  
27 such wages, and expenses and attorney fees in seeking to compel Defendants to  
28 fully perform their obligations under state law, all to their damage in amounts

1 according to proof at time of trial, but in amounts in excess of the minimum  
2 jurisdiction of this Court.

3 44. Defendants have committed the acts alleged herein knowingly and  
4 willfully, with the wrongful and deliberate intention of injuring Plaintiff, from  
5 improper motives amounting to malice, and in conscious disregard of Plaintiff's  
6 rights. Plaintiff is thus entitled to recover nominal, actual, and compensatory  
7 damages in amounts according to proof.

8 45. Under the statutes cited above, Plaintiff is entitled to recover the  
9 unpaid balance of overtime compensation, plus interest, penalties, attorney fees,  
10 expenses and costs of suit.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PERMIT INSPECTION OR COPYING OF PERSONNEL FILE**

13 **(Violation of California Labor Code § 1198.5, et seq.)**

14 **(By PLAINTIFF Against MASTER and DOES 1 through 25, inclusive)**

15 46. PLAINTIFF repeats and re-alleges the allegations set forth above and  
16 incorporates the same by reference as though fully set forth herein.

17 47. California Labor Code 1198.5, subdivision (a) provides that “[e]very  
18 current and former employee, or his or her representative, has the right to inspect  
19 and receive a copy of the personnel records that the employer maintains relating to  
20 the employee’s performance or to any grievance concerning the employee.” Under  
21 California Labor Code section 432, an employee is entitled to a copy of any  
22 employment-related document that the employee has signed.

23 48. California Labor Code 1198.5, subdivision (b)(1) provides that, “[u]pon  
24 a written request from a current or former employee, or his or her representative,”  
25 an employer must provide a copy of the personnel records “not later than 30  
26 calendar days from the date the employer receives the request.” California Labor  
27 Code 1198.5, subdivision (b)(1) also allows the parties to mutually agree to an  
28 extension of time “not to exceed 35 calendar days from the employer’s receipt of the

1 written request.”

2 49. On or about May 18, 2022, PLAINTIFF, through his attorneys, sent  
3 DEFENDANTS a written request for a copy of his personnel file. According to the  
4 USPS tracking information, DEFENDANTS received this written request on or  
5 about May 23, 2022. Pursuant to California Labor Code 1198.5, subdivision (b)(1),  
6 DEFENDANTS had until June 22, 2022, to produce the requested personnel file.  
7 As of the date of filing this Complaint, however, DEFENDANTS have failed to  
8 produce the requested personnel file.

9 50. As a result of DEFENDANT’s violation of California Labor Code  
10 section 1198.5, PLAINTIFF has suffered injury and damage to his  
11 statutorily-protected rights.

12 51. More specifically, PLAINTIFF has been injured by DEFENDANTS’  
13 intentional and willful violation of California Labor Code section 1198.5 because  
14 PLAINTIFF was denied both his legal right to receive, and his protected interest in  
15 receiving, a copy of the records pertaining to his employment pursuant to section  
16 1198.5.

17 52. As a result of DEFENDANTS’ failure to permit PLAINTIFF to inspect  
18 or copy records within any time period permissible under California law,  
19 PLAINTIFF is entitled to recover a penalty in the amount of seven-hundred and  
20 fifty dollars (\$750) from DEFENDANTS, as well as injunctive relief and an award of  
21 costs and reasonable attorneys’ fees, recoverable under section 1198.5.

22 53. Wherefore, PLAINTIFF prays for judgment as set forth below.

23 **FOURTH CAUSE OF ACTION**  
24 **MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL LABOR CODE**  
25 **§§ 200, 226.7, 512, and 12 CCR 11040**  
26 **(By PLAINTIFF Against All DEFENDANTS)**

27 54. Plaintiff hereby re-alleges and incorporates by reference all preceding  
28 paragraphs as though fully set forth herein.



1           55. As described, Defendants failed to provide rest or meal breaks as  
2 required by law. Plaintiff never received uninterrupted rest or meal breaks.

3           56. In addition, Defendants failed to pay Plaintiff the full statutory  
4 penalty for all missed rest and meal periods.

5           57. Defendants’ conduct described herein violates the Industrial Welfare  
6 Commission Order and Labor Code §§ 226, 226.7, 512, 558, and 1198.

7           58. Plaintiff is entitled to recover additional compensation for all rest and  
8 meal periods that were missed, but not paid for, during the entire period of his  
9 employment, plus penalties pursuant to Labor Code §§ 226.7, and 558.

10          59. As a proximate result of the aforementioned violations, Plaintiff has  
11 been damaged in an amount according to proof at time of trial and have suffered,  
12 and continue to suffer, substantial losses related to the use and enjoyment of such  
13 monies, and lost interest on such monies in seeking to compel Defendants to fully  
14 perform their obligations under state law. Plaintiff is thus entitled to recover  
15 nominal, actual, and compensatory damages in an amount according to proof at  
16 time of trial.

17          60. WHEREFORE, Plaintiff requests relief as hereinafter provided.

18                               **FIFTH CAUSE OF ACTION**  
19       **FAILURE TO PAY ALL COMPENSATION OWED UPON TERMINATION**  
20                               **VIOLATION OF LABOR CODE §§ 201-203**  
21                               **(By PLAINTIFF Against All DEFENDANTS)**

22          61. Plaintiff hereby realleges, and incorporates by reference as though set  
23 fully forth herein, the allegations contained in all preceding paragraphs.

24          62. Labor Code § 201 provides, in relevant part, “[i]f an employer  
25 discharges an employee, the wages earned and unpaid at the time of discharge are  
26 due and payable immediately.”

27          63. Labor Code § 202 provides, in relevant part, “[i]f an employee not  
28 having a written contract for a definite period quits his or her employment, his or

1 her wages shall become due and payable not later than 72 hours thereafter, unless  
2 the employee has given 72 hours previous notice of his or her intention to quit, in  
3 which case the employee is entitled to his or her wages at the time of quitting.”

4 64. Pursuant to Labor Code § 201, upon Plaintiff's termination,  
5 Defendants were required to pay all earned wages.

6 65. At the time of Plaintiff's termination, Plaintiff had unpaid wages,  
7 which wages were uncompensated overtime and unpaid rest and meal break  
8 premiums.

9 66. In violation of Labor Code § 201, Defendants failed to pay Plaintiff the  
10 full amount of wages due and owing him, in amounts to be proven at the time of  
11 trial.

12 67. Defendants' willful failure to pay Plaintiff all of the wages due and  
13 owing him constitutes violations of Labor Code §§ 201 and 203, which provides that  
14 an employee's wages will continue as a penalty up to thirty (30) days from the time  
15 the wages were due. Therefore, Plaintiff is entitled to penalties pursuant to Labor  
16 Code §203 for each and every violation of Labor Code § 201.

17 68. WHEREFORE, Plaintiff requests relief as hereinafter provided.

18 **SIXTH CAUSE OF ACTION**

19 **RETALIATION IN VIOLATION OF CAL. LABOR CODE § 98.6**

20 **(By PLAINTIFF Against All DEFENDANTS)**

21 69. Plaintiff realleges and incorporates by reference the allegations in the  
22 preceding paragraphs, inclusive, as though set forth in full herein.

23 70. At all times hereto, Labor Code §98.6 was in full force and effect, and  
24 was binding upon Defendants. These laws prohibit an employer from discharging an  
25 employee or in any manner discriminating, retaliating, or taking any adverse action  
26 against any employee because, among other things, the employee made a written or  
27 oral complaint that he or she is owed unpaid wages, or because of the exercise by  
28

1 the employee or applicant for employment on behalf of himself, herself, or others of  
2 any rights afforded him or her.

3 71. Since in or around November 2020, and especially in or around April  
4 2022, Plaintiff made frequent requests to Defendants that he be compensated at the  
5 overtime rate, and receive adequate breaks, as described above.

6 72. In response, Defendants terminated Plaintiff.

7 73. Said conduct violates Labor Code §98.6, and such violations were a  
8 proximate cause in Plaintiff's damage as stated below.

9 74. As a result of Defendants' actions, Plaintiff has suffered and will  
10 continue to suffer general and special damages, including pain and emotional  
11 distress, anxiety, depression, headaches, tension, and other physical ailments, as  
12 well as medical expenses, expenses for psychological counseling and treatment, and  
13 past and future lost wages and benefits.

14 75. As a result of the above, Plaintiff is entitled to past and future lost  
15 wages, bonuses, commissions, and benefits.

16 76. Plaintiff claims general damages for emotional and mental distress  
17 and aggravation in a sum in excess of the jurisdictional minimum of this court.

18 77. Because the acts taken toward Plaintiff were carried out by  
19 managerial employees acting in a deliberate, cold, callous, cruel and intentional  
20 manner, in conscious disregard of Plaintiff's rights and in order to injure and  
21 damage him, Plaintiff requests that punitive damages be levied against Defendants  
22 and each of them, in sums in excess of the jurisdictional minimum of this court.

23 78. The foregoing conduct of Defendants individually, or by and through  
24 their managing agents, was intended by the Defendants to cause injury to the  
25 Plaintiff or was despicable conduct carried on by the Defendants with a willful and  
26 conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and  
27 unjust hardship in conscious disregard of Plaintiff's rights such as to constitute  
28 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to

1 punitive damages in an amount appropriate to punish or make an example of  
2 Defendants.

3 79. In addition to all other remedies available to Plaintiff, Plaintiff is  
4 entitled to a civil penalty of \$10,000.00 pursuant to Labor Code §98.6(b)(3), for  
5 Defendants' violation of Labor Code §98.6.

6 80. WHEREFORE, Plaintiff requests relief as hereinafter provided.

7 **SEVENTH CAUSE OF ACTION**

8 **TORTIOUS WRONGFUL TERMINATION**

9 **IN VIOLATION OF PUBLIC POLICY**

10 **(By PLAINTIFF Against All DEFENDANTS)**

11 81. Plaintiff realleges and incorporate by reference all preceding  
12 paragraphs, inclusive, as though set forth in full herein.

13 82. At all relevant times mentioned in this complaint, Labor Code §98.6  
14 was in full force and effect and was binding on Defendants. These laws prohibit an  
15 employer from discharging an employee or in any manner discriminating,  
16 retaliating, or taking any adverse action against any employee because, among  
17 other things, the employee made a written or oral complaint that he or she is owed  
18 unpaid wages, or because of the exercise by the employee or applicant for  
19 employment on behalf of himself, herself, or others of any rights afforded him or  
20 her.

21 83. At all times mentioned in this complaint, it was a fundamental policy  
22 of the State of California that Defendants cannot discriminate and/or retaliate  
23 against any employee for complaining about the employer's refusal to pay wages  
24 and/or violations of the Labor Code, and/or for exercising rights guaranteed to the  
25 employee under the Labor Code.

26 84. Plaintiff believes and thereon alleges that his complaints about  
27 Defendants' wage and hour violations as enumerated in this Complaint was a factor  
28 in Defendants' conduct as alleged hereinabove.

1           85. Such discrimination and retaliation, resulting in the wrongful  
2 termination of Plaintiff's employment on the basis of engaging in the  
3 aforementioned protected activities were a proximate cause in Plaintiff's damages  
4 as stated below.

5           86. As a result of Defendants' actions, Plaintiff has suffered and will  
6 continue to suffer general and special damages, including pain and emotional  
7 distress, anxiety, depression, headaches, tension, and other physical ailments, as  
8 well as medical expenses, expenses for psychological counseling and treatment, and  
9 past and future lost wages and benefits.

10           87. As a result of the above, Plaintiff is entitled to past and future lost  
11 wages, bonuses, commissions, and benefits.

12           88. Plaintiff claims general damages for emotional and mental distress  
13 and aggravation in a sum in excess of the jurisdictional minimum of this court.

14           89. Because the acts taken toward Plaintiff was carried out by managerial  
15 employees acting in a deliberate, cold, callous, cruel and intentional manner, in  
16 conscious disregard of Plaintiff's rights and in order to injure and damage him,  
17 Plaintiff requests that punitive damages be levied against Defendants and each of  
18 them, in sums in excess of the jurisdictional minimum of this court.

19           90. The foregoing conduct of Defendants individually, or by and through  
20 their managing agents, was intended by the Defendants to cause injury to the  
21 Plaintiff or was despicable conduct carried on by the Defendants with a willful and  
22 conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and  
23 unjust hardship in conscious disregard of Plaintiff's rights, such as to constitute  
24 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to  
25 punitive damages in an amount appropriate to punish or make an example of  
26 Defendants.

27           91. WHEREFORE, Plaintiff requests relief as hereinafter provided.

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1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATIONS OF CAL. B&P CODE §§ 17200, ET SEQ.**

3 **(By PLAINTIFF Against All DEFENDANTS)**

4 92. Plaintiff re-alleges and incorporate by reference all of the allegations in  
5 the preceding paragraphs, inclusive, as though set forth in full herein.

6 93. Section 17200 of the California Business and Professions Code  
7 prohibits any unlawful, unfair or fraudulent business act or practice.

8 94. Plaintiff has suffered and continues to suffer injury in fact and  
9 monetary damages as a result of Defendants' actions. The actions by Defendants as  
10 herein alleged amount to conduct which is unlawful and a violation of law. As such,  
11 said conduct amounts to unfair business practices in violation of Business and  
12 Professions Code § 17200, et seq.

13 95. Defendants' conduct as herein alleged has damaged Plaintiff by, but  
14 not limited to, failing to pay him overtime and double time, failing to provide proper  
15 wage statements, and failing to provide Plaintiff with legally mandated meal and  
16 rest periods. Defendants' actions are thus substantially injurious to Plaintiff  
17 causing his injury in fact and loss of money.

18 96. As a result of such conduct, Defendants have unlawfully and unfairly  
19 obtained monies due to Plaintiff.

20 97. The amount of wages due Plaintiff can be readily determined from  
21 Defendants' records. Plaintiff is entitled to restitution of monies due and obtained  
22 by Defendants during the period of last 4 years as a result of Defendants' unlawful  
23 and unfair conduct.

24 98. Defendants course of conduct, acts, and practices in violation of the  
25 California law as mentioned in each paragraph above constitutes a separate and  
26 independent violation of §17200 et seq. of the Business and Professions Code.

27 99. The harm to Plaintiff of being wrongfully denied lawfully earned and  
28 unpaid wages outweighs the utility, if any, of Defendants' policies and practices

1 and, therefore, Defendants' actions described herein constitute an unfair business  
2 practice or act within the meaning of Business and Professions Code § 17200.

3 100. Defendants' conduct described herein threatens an incipient violation  
4 of California's wage and hour laws, and/or violates the policy or spirit of such laws,  
5 or otherwise significantly threatens or harms competition.

6 101. Defendants' course of conduct described herein further violates  
7 Business and Professions Code 17200 in that it is fraudulent, improper, and unfair.

8 102. The unlawful, unfair, and fraudulent business practices and acts of  
9 Defendants as described herein above have injured Plaintiff in that he was  
10 wrongfully denied the timely and full payment of wages due to him.

11 103. WHEREFORE, Plaintiff requests relief as hereinafter provided.

12 **NINTH CAUSE OF ACTION**

13 **MISCLASSIFICATION AS "INDEPENDENT CONTRACTOR"**

14 **(By PLAINTIFF Against All DEFENDANTS)**

15 104. Plaintiff realleges and incorporates by reference all of the allegations  
16 in the preceding paragraphs, as though set forth in full herein.

17 105. Throughout Plaintiff's employment with Defendants Plaintiff was an  
18 employee of Defendants, and each of them based upon their alter ego relationship,  
19 as defined by California Labor Code § 350(b). However, Defendants purposefully  
20 misclassified Plaintiff as an "Independent Contractor" because, by so doing,  
21 Defendants lowered their cost of doing business by means of, but not limited to, the  
22 following:

- 23 A. Defendants did not report or pay the employer's share of federal or  
24 state payroll taxes with respect to any of the funds paid to Plaintiff, as  
25 required by required by federal and state law;
- 26 B. Defendants did not provide or pay for Workers Compensation  
27 insurance for Plaintiff;

1 C. Defendants did not provide or pay for State Disability insurance for  
2 Plaintiff; and

3 D. Defendants did not provide or pay for benefits to Plaintiff that other of  
4 Defendants' employees received.

5 106. As a direct and proximate result of the aforementioned violations of  
6 California law committed by Defendants, Plaintiff has suffered, and continues to  
7 suffer, substantial losses related to the loss of the employer's share of payroll taxes,  
8 the use and enjoyment of such employee benefits, and expenses and attorneys' fees  
9 in seeking to compel Defendants to fully perform their obligations under state law,  
10 all to their damage in amounts according to proof at time of trial, but in amounts in  
11 excess of the minimum jurisdiction of this Court. Plaintiff is thus entitled to recover  
12 nominal, actual and compensatory damages in amounts according to proof at time of  
13 trial, but in amounts in excess of the minimum jurisdiction of this Court.

14 107. Defendants' failure to classify Plaintiff as an employee, in violation of  
15 California law, was knowing and intentional. Defendants have refused to classify  
16 Plaintiff as an employee for false and fraudulent reasons. The decision to  
17 misclassify Plaintiff as an "independent contractor" was made, maintained, and  
18 enforced by Defendants, by and through their officers, directors and/or managing  
19 agents, and was done willfully, maliciously, oppressively, and fraudulently, with the  
20 wrongful and deliberate intention of injuring Plaintiff, and with a conscious  
21 disregard for Plaintiff's rights and defendants' obligations under California laws, all  
22 of which has deprived Plaintiff of his property and legal rights. Therefore, in  
23 addition to all other types of relief requested herein, Plaintiff is entitled to recover  
24 punitive and exemplary damages in amounts according to proof at time of trial, but  
25 in amounts in excess of the minimum jurisdiction of this Court.

26 108. WHEREFORE, Plaintiff requests relief as hereinafter provided.  
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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, PLAINTIFF seeks judgment against DEFENDANTS, and each of  
3 them, in an amount according to proof, as follows:

4 1. For a money judgment representing compensatory damages, including  
5 lost wages, loss of earning capacity, employee benefits, and all other sums of money,  
6 together with interest on these amounts; for other special damages; and for general  
7 damages, including for past and future medical expenses for emotional distress;

8 2. For punitive damages, pursuant to California Civil Code section 3294,  
9 in amounts sufficient to punish DEFENDANTS for the wrongful conduct alleged  
10 herein and to deter such conduct in the future;

11 3. For prejudgment interest on each of the foregoing at the legal rate  
12 from the date on which the obligation became due through the date of judgment in  
13 this matter;

14 4. For post-judgment interest;

15 5. For penalties permitted by Labor Code §§ 98.6, 200, 201, 202, 203, 204,  
16 210, 226, 226.3, 226.7, 227.3, 432, 500, 510, 512, 558, 1194, 1194.2, 1198.5, 2698 et  
17 seq., and all other applicable sections;

18 6. For an award of penalty pursuant to California Labor Code section  
19 226(f) against DEFENDANTS and DOES 1 through 25, for failure to permit  
20 inspection or copying of PLAINTIFF's wage records, in the amount of \$750.00;

21 7. For an award of penalty pursuant to California Labor Code section  
22 1198.5(k) against DEFENDANTS and DOES 1 through 25, for failure to permit  
23 inspection or copying of PLAINTIFF's personnel file, in the amount of \$750.00;

24 8. For reasonable attorneys' fees, pursuant to the California Labor Code  
25 sections 226, 1194, and 1198.5, California Code of Civil Procedure section 1021.5,  
26 and/or other applicable law;

27 9. For costs of suit incurred herein; and

28 10. For any other relief that is just and proper.

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Respectfully submitted,

Dated: April 5, 2023

**LOYR, APC**



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Young W. Ryu, Esq.  
Joshua Park, Esq.  
Kee Seok Mah, Esq.  
Attorneys for Plaintiff DYLAN YEISER-  
FODNESS

**DEMAND FOR JURY TRIAL**

PLAINTIFF demands a trial by jury as to all issues so triable.

Respectfully submitted,

Dated: April 5, 2023

**LOYR, APC**



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Young W. Ryu, Esq.  
Joshua Park, Esq.  
Kee Seok Mah, Esq.  
Attorneys for Plaintiff DYLAN YEISER-  
FODNESS