

1 **MAYALL HURLEY P.C.**
2 **JOHN P. BRISCOE (SBN: 273690)**
3 jbriscoe@mayalllaw.com
4 **2453 Grand Canal Boulevard**
5 **Stockton, California 95207-8253**
6 **Telephone: (209) 477-3833**
7 **Facsimile: (209) 473-4818**

8 **Attorneys for Plaintiff Karry Crossland**

9 **SUPERIOR COURT OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF LOS ANGELES**

11 **KARRY CROSSLAND, an individual,**

12 **Plaintiff,**

13 **vs.**

14 **SMILE FINDERS, a corporation; and DOES 1-**
15 **100, inclusive,**

16 **Defendants.**

17 **Case No.: 20TRCV00020**

18 **FIRST AMENDED COMPLAINT**

- 19 **1. FAILURE TO PAY OVERTIME**
- 20 **2. FAILURE TO PROVIDE MEAL PERIODS OR**
21 **PAY PREMIUMS**
- 22 **3. FAILURE TO PROVIDE REST PERIODS OR**
23 **PAY PREMIUMS**
- 24 **4. FAILURE TO PAY ALL WAGES DUE UPON**
25 **CESSATION OF EMPLOYMENT**
- 26 **5. FAILURE TO FURNISH COMPLETE AND**
27 **ACCURATE ITEMIZED WAGE**
28 **STATEMENTS**
- 6. FAILURE TO PRODUCE PAYROLL**
RECORDS UPON REQUEST
- 7. FAILURE TO PRODUCE PERSONNEL**
RECORDS UPON REQUEST
- 8. UNFAIR COMPETITION (BUS. & PROF.**
CODE, § 17200 ET SEQ.)
- 9. PRIVATE ATTORNEYS GENERAL ACT**

JURY TRIAL DEMANDED

Plaintiff Karry Crossland brings this action against Smile Finders, a corporation; and Does 1 through 100, for violations of the Labor Code.

PARTIES

1. Karry Crossland ("Crossland" or "Plaintiff") is and at all times relevant herein was employed in Los Angeles County, California, and was an "employee" as defined by the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Smile Finders is a California corporation formed under the laws of California.

3. At all times relevant herein, Smile Finders has been an “employer” under the Labor Code and the applicable California Industrial Wage Commission (“IWC”) Order(s).

4. Smile Finders and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff’s injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

VENUE AND JURY TRIAL DEMAND

7. Venue is proper in this court because the unlawful acts alleged herein took place in Los Angeles County, California and Plaintiff’s place of employment with Defendants was within Los Angeles County. Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

8. Crossland was hired by Smile Finders in November 2006 as a Contract Specialist. Smile Finders is a corporation that owns and runs multiple dental clinics in California. Crossland’s

1 duties included handling patient complaints, addressing Yelp reviews, coordinating with office
2 managers with regard to patient issues, updating logs and insurance information for dentists, ensuring
3 that Smile Finder's dentists were included on HMO/Delta PPO plans, working on credentials and
4 malpractice insurance, etc.

5 9. Throughout her employment, Crossland was classified, treated, and paid as an
6 independent contractor. However, Crossland was not free from the control and direction of
7 Defendants in connection with the performance of work, she did not perform work that was outside the
8 usual course of Defendants' business, and she was not customarily engaged in an independently
9 established trade, occupation, or business of the same nature as the work performed for the hiring
10 entity. (See Lab. Code, § 2750.3, subd. (a); *Dynamex Operations West, Inc. v. Superior Court* (2018)
11 4 Cal.5th 903.) Crossland alleges, based on information and belief, that Smile Finders was at all times
12 relevant herein aware that Crossland was performing labor for Smile Finders as an employee and
13 should have been regarded as such.

14 10. Crossland typically worked three days per week, with her shifts typically between five
15 and seven hours. However, on the occasions where Crossland worked in excess of eight hours in a
16 workday, she was not paid overtime at one-and-one-half times her regular rate of pay.

17 11. Further, Crossland was not provided with a ten-minute rest period for every four hours
18 worked, nor a thirty-minute meal period for every five hours worked. Crossland was not paid with an
19 hour's pay at her regular rate of compensation for every rest and meal period that was not provided.

20 12. Furthermore, in conjunction with the erroneous classification of Crossland as an
21 independent contractor, she was not issued itemized wage statements in compliance with Labor Code
22 section 226, subdivision (a). The pay documents issued to Crossland did not show total hours worked
23 and all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate. (**Exhibit 1.**)

25 13. Defendants were, at all times relevant herein, aware of the requirements of Labor Code
26 section 226.

1 14. Defendants have, at all times relevant herein, furnished wage statements to each of its
2 California employees pursuant to an established set of policies, procedures and practices.

3 15. Crossland suffered injury as a result of Defendants' knowing and intentional failure to
4 comply with Labor Code section 226, subdivision (a).

5 16. Crossland's employment with Defendants ended on or around September 19, 2019. To
6 date, she has not been paid all wages due and owing.

7 17. On November 1, 2019, counsel for Crossland requested from Smile Finders, via
8 certified mail with return receipt requested, copies of Crossland's payroll and personnel records,
9 pursuant to Labor Code sections 226(b) and 1198.5, respectively. (**Exhibit 2.**) Despite receiving that
10 request, Smile Finders failed to comply with it.

11 18. On January 6, 2020, Crossland provided written notice to the Labor and Workforce
12 Development Agency ("LWDA") and Smile Finders regarding the specific provisions of the Labor
13 Code alleged to have been violated, including the facts and theories to support those alleged
14 violations. (**Exhibit 3.**)

15 19. As of the filing of this Complaint, more than 65 calendar days after Crossland's
16 written notice, the LWDA has not provided written notice that it intends to investigate Crossland's
17 allegations as set forth above. Accordingly, Crossland has satisfied the administrative prerequisites
18 under Labor Code section 2699.3 to bring a civil action to recover civil penalties against Smile
19 Finders, in addition to other remedies, for violations of the California Labor Code.

20 20. The foregoing list of misconduct is a partial list only and set forth by way of example.

21 **FIRST CAUSE OF ACTION**
22 **FAILURE TO PAY OVERTIME**
23 **(Lab. Code, § 510; IWC Wage Order No. 4-2001)**
24 **Against Defendants**

25 21. Plaintiff hereby realleges and incorporates by reference each and every allegation set
26 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
27 allegations of this cause of action.
28

1 22. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday
2 and any work in excess of forty hours in any one workweek and the first eight hours worked on the
3 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
4 one-half times the regular rate of pay for an employee. Any work in excess of twelve hours in one day
5 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
6 addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at
7 the rate of no less than twice the regular rate of pay of an employee.

8 23. Industrial Welfare Commission Wage Order No. 4-2001 governs professional,
9 technical, clerical, mechanical and similar occupations and at all times applied to Plaintiff's
10 employment with Defendants. (See Cal. Code Regs., tit. 4, 11160.)

11 24. Pursuant to Labor Code section 1198 and applicable IWC Wage Order(s), it is unlawful
12 to compensate an employee at a rate less than either one and one-half or two times the regular rate of
13 pay for overtime hours worked, depending upon the number of hours worked by the employee on a
14 daily or weekly basis.

15 25. Nevertheless, as set forth above, Defendants failed to compensate Plaintiff for all
16 overtime worked.

17 26. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
20 **(Lab. Code, §§ 226.7, 512; IWC Wage Order No. 4-2001)**
21 **Against Defendants**

22 27. Plaintiff hereby realleges and incorporates by reference each and every allegation set
23 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
24 allegations of this cause of action.

25 28. Labor Code section 226.7 requires employers to provide employees meal periods as
26 mandated by Order of the Industrial Welfare Commission. It states:

- 27 a. No employer shall require any employee to work during any meal or rest period
28 mandated by an applicable order of the Industrial Welfare Commission.

1 b. If an employer fails to provide an employee a meal period or rest period in
2 accordance with an applicable order of the Industrial Welfare Commission, the
3 employer shall pay the employee one additional hour of pay at the employee's
4 regular rate of compensation for each work day that the meal or rest period is
5 not provided.

6 29. Labor Code section 512(a) and IWC Wage Order No. 4-2001 provide that an employer
7 may not employ a person for a work period of more than five hours per day without providing that
8 employee a meal period of not less than thirty minutes, except that if the total work period per day is
9 no more than six hours, the meal period may be waived by mutual consent of both the employer and
10 employee. An employer may not employ a person for a work period of more than ten hours per day
11 without providing an employee with a second meal period of not less than thirty minutes, except that if
12 the total work period per day of the employee is no more than twelve hours, the meal period may be
13 waived by mutual consent of both the employer and the employee, and if the first meal period was not
14 waived.

15 30. During the relevant time period, Plaintiff was not provided with meal breaks as
16 required by law and did not receive an additional hour of premium pay for each missed meal period.

17 31. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

18 **THIRD CAUSE OF ACTION**
19 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
20 **(Lab. Code, § 226.7; IWC Wage Order No. 4-2001)**
21 **Against Defendants**

22 32. Plaintiff hereby realleges and incorporates by reference each and every allegation set
23 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
24 allegations of this cause of action.

25 33. Labor Code section 226.7 requires employers to provide employees meal periods as
26 mandated by Order of the Industrial Welfare Commission. It states:

27 a. No employer shall require any employee to work during any meal or rest period
28 mandated by an applicable order of the Industrial Welfare Commission.

1 b. If an employer fails to provide an employee a meal period or rest period in
2 accordance with an applicable order of the Industrial Welfare Commission, the
3 employer shall pay the employee one additional hour of pay at the employee's
4 regular rate of compensation for each work day that the meal or rest period is
5 not provided.

6 34. Section 11 of the applicable IWC Wage Order provides:

7 “(A) Every employer shall authorize and permit all employees to take rest periods,
8 which insofar as practicable shall be in the middle of each work period. Nothing in this
9 provision shall prevent an employer from staggering rest periods to avoid interruption
10 in the flow of work and to maintain continuous operations, or from scheduling rest
11 periods to coincide with breaks in the flow of work that occur in the course of the
12 workday. The authorized rest period time shall be based on the total hours worked
13 daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or
14 major fraction thereof. Rest periods shall take place at employer designated areas,
15 which may include or be limited to the employees' immediate work area.

16 (B) Rest periods need not be authorized in limited circumstances when the disruption
17 of continuous operations would jeopardize the product or process of the work.
18 However, the employer shall make up the missed rest period within the same workday
19 or compensate the employee for the missed ten (10) minutes of rest time at his/her
20 regular rate of pay within the same pay period.

21 (C) A rest period need not be authorized for employees whose total daily work time is
22 less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as
23 hours worked for which there shall be no deduction from wages.

24 (D) If an employer fails to provide an employee a rest period in accordance with the
25 applicable provisions of this order, the employer shall pay the employee one (1) hour of
26 pay at the employee's regular rate of compensation for each workday that the rest
27 period is not provided.”

28 35. During the relevant time period, Plaintiff was not provided with rest breaks as required
by law and did not receive an additional hour of premium pay for each missed rest break.

36. Wherefore, Wherefore, Plaintiff has been injured and requests relief as hereinafter
provided.

///

///

///

FOURTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT
(Lab. Code, § 201 *et seq.*)
Against Defendants

37. Plaintiff hereby realleges and incorporates by reference each and every paragraph set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

38. Labor Code section 201 requires an employer to pay an employee all wages earned and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an employer to pay the employee all wages due no later than 72 hours after the employee quits his employment.

39. Labor Code section 203 provides: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days".

40. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid wages at discharge.

41. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226, subd. (a))
Against Defendants

42. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

43. Pursuant to Labor Code section 226, subdivision (a), "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the

1 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
2 wages earned, (2) total hours worked by the employee . . . , (3) the number of piece-rate units earned
3 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net
4 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
5 employee and only the last four digits of his or her social security number or an employee
6 identification number, (8) the name and address of the legal entity that is the employer . . . , (9) all
7 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
8 each hourly rate by the employee and, if the employer is a temporary services employer . . . , the rate of
9 pay and the total hours worked for each temporary services assignment.”

10 44. An employee suffering injury as a result of the knowing and intentional failure by an
11 employer to comply with Labor Code section 226, subdivision (a) is entitled to recover the greater of
12 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
13 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the
14 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
15 attorney’s fees. (Lab. Code, § 226, subd. (e)(1).)

16 45. An employee is deemed to suffer injury if the employer fails to provide a wage
17 statement or if the employer fails to provide accurate and complete information as required by any one
18 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
19 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
20 during the pay period or any of the other information required to be provided pursuant to Labor Code
21 section 226, subdivision (a)(2)-(4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
22 name and address of the employer and iv) the name of the employee and the last four digits of his or
23 her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A)
24 and (B)(i)-(iv).) “Promptly and easily determine” means a reasonable person would be able to readily
25 ascertain the information without reference to other documents or information. (Lab. Code, § 226,
26 subd. (e)(2)(C).)

1 46. During the relevant time period, Defendants intentionally and willfully failed to furnish
2 accurate itemized wage statements in violation of Labor Code section 226, subdivision (a).

3 47. Wherefore, Wherefore, Plaintiff has been injured and requests relief as hereinafter
4 provided.

5 **SIXTH CAUSE OF ACTION**
6 **FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST**
7 **(Lab. Code, § 226, subd. (c))**
8 **Against Defendants**

9 48. Plaintiff hereby realleges and incorporates by reference each and every allegation
10 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
11 allegations of this cause of action.

12 49. Pursuant to California Labor Code Labor Code section 226(c), an employer who
13 receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining
14 to a current or former employee shall comply with the request as soon as practicable, but no later
15 than 21 calendar days from the date of the request.

16 50. As set forth above, Plaintiff requested copies of his wage statements, but Defendants
17 failed to timely comply.

18 51. Wherefore, Plaintiff seeks relief as set forth below.

19 **SEVENTH CAUSE OF ACTION**
20 **FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST**
21 **(Lab. Code, § 1198.5, subds. (a), (b)(1))**
22 **Against Defendants**

23 52. Plaintiff hereby realleges and incorporates by reference each and every allegation
24 above as though fully set forth herein, except as said paragraphs are inconsistent with the
25 allegations of this cause of action.

26 53. Pursuant to California Labor Code section 1198.5(a): Every current and former
27 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
28 records that the employer maintains relating to the employee's performance or to any grievance
concerning the employee.

1 54. Pursuant to California Labor Code section 1198.5(b)(1): The employer shall make
2 the contents of those personnel records available for inspection to the current or former employee,
3 or his or her representative, at reasonable intervals and at reasonable times, but not later than 30
4 calendar days from the date the employer receives a written request.”

5 55. Pursuant to California Labor Code section 1198.5(k): If an employer fails to permit
6 a current or former employee, or his or her representative, to inspect or copy personnel records
7 within the times specified in this section, or times agreed to by mutual agreement as provided in
8 this section, the current or former employee or the Labor Commissioner may recover a penalty of
9 seven hundred fifty dollars (\$750) from the employer.

10 56. As set forth above, Defendants failed to timely comply with Labor Code section
11 1198.5 and furnish the records requested pursuant to Labor Code section 1198.5.

12 57. Wherefore, Plaintiff has been harmed and requests relief as hereinafter provided.

13 **EIGHTH CAUSE OF ACTION**
14 **UNFAIR COMPETITION**
15 **(Bus. & Prof. Code, § 17200, *et seq.*)**
 Against Defendants

16 58. Plaintiff hereby realleges and incorporates by reference each and every allegation set
17 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
18 allegations of this cause of action.

19 59. The overtime and rest and meal period violations committed by Defendants, as alleged
20 above, are unfair business practices within the meaning of the Unfair Competition Law (Business and
21 Professions Code section 17200 *et seq.*).

22 60. Wherefore, Plaintiff has been injured and request relief as hereinafter provided.

23 ///

24 ///

25 ///

26 ///

27 ///

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 *et seq.*)
Against Defendants

61. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

62. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

63. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendants.

64. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

65. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

66. Wherefore, Plaintiff and the other current and former employees have been aggrieved as set forth above and request relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Eighth Causes of Action:

1. For unpaid wages and restitutionary relief;
2. That this Court award injunctive relief, including that available under Labor Code section 226(h) and Business and Professions Code section 17203;
3. That this Court award statutory penalties including, but not limited to, those available under Labor Code sections 203, 226, and 1198.5;
4. That this Court award statutory attorneys' fees and costs, including those available under Labor Code sections 218.5, 226, subdivisions (e)(1) and (h), 1194, as well as Code of Civil Procedure section 1021.5;
5. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and
6. That this Court award such other and further relief as the court deems just and proper.

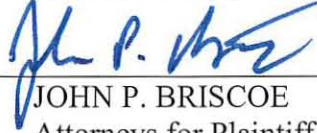
As to the Ninth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, 1197.1, and 2699(f);
2. For injunctive relief;
3. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code section 2699(g);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code sections 3287(a) and 3289(b); and
5. For such other and further relief as the court deems just and proper.

1 **DATED:** June 10, 2020

MAYALL HURLEY P.C.

2 By



JOHN P. BRISCOE

Attorneys for Plaintiff

KARRY CROSSLAND

Exhibit 1

002549
CO. FILE DEPT. CLOCK VCHR. NO. 070
MNB 010556 000005 0000480020 1

SMILE FINDERS
4411 REDONDO BEACH BLVD.
LAWNDALE, CA 90260

Earnings Statement



Period Beginning: 11/09/2018
Period Ending: 11/25/2018
Pay Date: 11/30/2018

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

KARRY CROSSLAND

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
1099			644.67*	20,799.12
Other				50.00
Gross Pay			\$644.67	20,849.12

Other Benefits and

Information	this period	total to date
P.T.O. Bal		0.00

Important Notes

COMPANY PH: 310-388-0444

Deductions	Statutory	
	Social Security Tax	3.10
	Medicare Tax	0.73
	CA SUI/SDI Tax	0.50
Net Pay		\$644.67
Checking 1		-644.67
Net Check		\$0.00

* Excluded from federal taxable wages

©1990, 2005, ADP, LLC. All Rights Reserved.

TEAR HERE

© 2000 ADP, LLC

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

SMILE FINDERS
4411 REDONDO BEACH BLVD.
LAWNDALE, CA 90260

Advice number: 00000480020
Pay date: 11/30/2018

Deposited to the account of
KARRY CROSSLAND

account number	transit ABA	amount
[REDACTED]	XXXX XXXX	\$644.67

THIS IS NOT A CHECK

NON-NEGOTIABLE

Exhibit 2

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253

FAX (209) 473-4818
TELEPHONE (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
ANGELA C. RUSSELL
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

November 1, 2019

SENT VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Smile Finders
4411 Redondo Beach Blvd.
Lawndale, CA 90260

Re: Karry Crossland

To whom it may concern:

This office represents Karry Crossland in connection with claims arising from her former employment with Smile Finders. Ms. Crossland hereby requests copies of the following items:

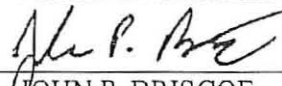
1. Itemized wage statements, pursuant to Labor Code section 226, subdivision (b);
2. All documents signed relating to the obtaining or holding of employment, pursuant to Labor Code section 432;
3. Personnel records, pursuant to Labor Code section 1198.5, subdivision (b); and
4. All records documenting hours worked and paid sick days accrued and used, pursuant to Labor Code section 247.5, subdivision (a).

Enclosed is a signed authorization from Ms. Crossland, designating this firm as legal counsel and authorizing it to obtain the items listed above. If you have any questions concerning these requests, do not hesitate to contact me.

Sincerely,

MAYALL HURLEY P.C.

By


JOHN P. BRISCOE

Enclosure

Employee Records Request

Pursuant to California Labor Code sections 226(b), 247.5, 432, and 1198.5, I, Karry Crossland (DOB: 05/16/1954), hereby authorize Smile Finders to release copies of my payroll records, records of paid/accrued sick days, personnel records and personnel file to Mayall Hurley P.C. Please send my records to:

John P. Briscoe, Esq.
Mayall Hurley P.C.
2453 Grand Canal Blvd.
Stockton, CA 95207
jbriscoe@mayallaw.com

Dated: 10/18/2019

Karry Crossland
Signature

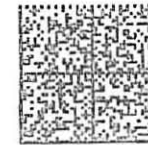
KARRY CROSSLAND
Print Name

LAW OFFICES
MAYALL HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253



9489 0090 0027 6174 2005 01

Label 890-PB, Oct. 2015
Pitney Bowes



U.S. POSTAGE PITNEY BOWES



ZIP 95207 \$ 005.60⁰
02 4W
0000369527 NOV 01 2019

Smile Finders
4411 Redondo Beach Blvd.
Lawndale, CA 90260



November 15, 2019

Dear Lindsay Zoetewey:

The following is in response to your request for proof of delivery on your item with the tracking number: 9489 0090 0027 6174 2005 01.

Item Details

Status:	Delivered
Status Date / Time:	November 15, 2019, 1:26 pm
Location:	LAWNDALE, CA 90260
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Recipient Signature

Signature of Recipient:	Signature X Date Time Delivery Section April Williams April Williams 11/15/19 1:26 PM 47411 Redondo Beach Blvd
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

Exhibit 3

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253

FAX (209) 473-4818
TELEPHONE (209) 477-3833
WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
ANGELA C. RUSSELL
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

January 6, 2020

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Smile Finders
4411 Redondo Beach Blvd.
Lawndale, CA 90260

Re: Karry Crossland/Smile Finders

To whom it may concern:

This firm represents Karry Crossland in connection with her prior employment with Smile Finders. In accordance with California Labor Code section 2699.3, this letter shall serve as Ms. Crossland's written notice to the Labor and Workforce Development Agency ("LWDA") and Smile Finders regarding the following violations, and facts and theories supporting those violations, on Ms. Crossland's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Smile Finders.

Ms. Crossland was hired by Smile Finders in November 2006 as a Contract Specialist. Ms. Crossland worked in Lawndale, California. Smile Finders is a corporation that owns and runs multiple dental clinics in California. Crossland's duties included handling patient complaints, addressing negative Yelp reviews, coordinating with office managers with regard to patient issues, updating logs and insurance information for dentists, ensuring that Smile Finder's dentists were included on HMO/PPO plans, working on credentials and malpractice insurance, etc.

Throughout her employment, Crossland was classified, treated, and paid as an independent contractor. However, Crossland was not free from the control and direction of Defendants in connection with the performance of work, she did not perform work that was outside the usual course of Defendants' business, and she was not customarily engaged in an independently established trade, occupation, or business of the same nature as the work

Labor and Workforce Development Agency
Smile Finders
Re: Karry Crossland/Smile Finders
January 6, 2020
Page 2 of 3

performed for the hiring entity. (See Lab. Code, § 2750.3, subd. (a)(1); *Dynamex Operations West, Inc. v. Superior Court* (2018) 4 Cal.5th 903.) At all times relevant herein, Smile Finders was aware that Ms. Crossland was performing labor for Smile Finders as an employee and should have been regarded as such. Accordingly, Smile Finders violated Labor Code section 226.8. These violations were committed as against current and other former California employees of Smile Finders, and within the last year.

Crossland typically worked three days per week, with her shifts typically between five and seven hours. However, on the occasions where Crossland worked in excess of eight hours in a workday, she was not paid overtime at one-and-one-half times her regular rate of pay. Accordingly, Smile Finders violated Labor Code section 510. These violations were committed as against current and other former California employees of Smile Finders, and within the last year.

Further, Crossland was not provided with a ten-minute rest period for every four hours worked, nor a thirty-minute meal period for every five hours worked. Due to the demands of her job, Crossland was compelled to work through these breaks. Crossland was further not paid with an hour's pay at her regular rate of compensation for every rest and meal period that was not provided. Accordingly, Smile Finders violated Labor Code sections 226.7 and 512. These violations were committed as against current and other former California employees of Smile Finders, and within the last year.

Furthermore, in conjunction with the erroneous classification of Crossland as an independent contractor, she was not issued itemized wage statements, in violation of Labor Code section 226, subdivision (a). These violations were committed as against current and other former California employees of Smile Finders, and within the last year.

Ms. Crossland's employment with Smile Finders ended on or around September 19, 2019. However, to date she has not been paid all wages due and owing, *supra*. Accordingly, Smile Finders violated Labor Code sections 201 and 202. These violations were committed against current and other former California employees of Smile Finders, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

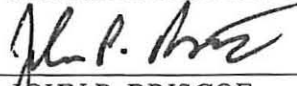
If the LWDA does not intend to investigate these violations, Ms. Crossland intends to file a civil complaint against Smile Finders pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on her behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Labor and Workforce Development Agency
Smile Finders
Re: Karry Crossland/Smile Finders
January 6, 2020
Page 3 of 3

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

LAW OFFICES
MAYALL HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253



Label 890-PB, Oct. 2015
Pitney Bowes



U.S. POSTAGE PITNEY BOWES

ZIP 95207 \$ 005.60⁰
02 4W
0000369527 JAN. 06. 2020

Smile Finders
4411 Redondo Beach Blvd.
Lawndale, CA 90260



January 22, 2020

Dear Lindsay Zoetewey:

The following is in response to your request for proof of delivery on your item with the tracking number:
9489 0090 0027 6152 4247 45.

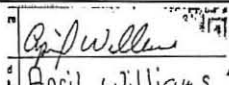
Item Details

Status:	Delivered
Status Date / Time:	January 10, 2020, 1:22 pm
Location:	LAWNDALE, CA 90260
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Shipment Details

Weight: 1lb, 8.8oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004