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Superior Court Of California,
Sacramento
09/23/2020
Istewart1
By _____, Deputy

Attorneys for Plaintiff SARAH AVILARIOS, on behalf of
herself, all similarly aggrieved current and former employees of
Defendants and the State of California

Case Number:
34-2020-00285631

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

SARAH AVILARIOS, on behalf of
herself, all similarly aggrieved current and
former employees of Defendants and the
State of California,

Plaintiff,

v.

GREGORY L. MCEWEN D.D.S., INC., a
California Corporation; GREGORY L.
MCEWEN, an individual; and DOES 1-10,

Defendants.

Case No.

**REPRESENTATIVE ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT**

**PLAINTIFF'S COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

- (1) Failure to Pay Overtime Wages;
- (2) Failure to Furnish Accurate Itemized Wage Statements;
- (3) Failure to Timely Pay All Wages Due at Termination – Waiting Time Penalties;
- (4) Failure to Provide Meal Periods;
- (5) Failure to Provide Rest Breaks;
- (6) Unfair Business Practices;
- (7) Pregnancy Discrimination in Violation of FEHA
- (8) Failure to Prevent Discrimination in Violation of FEHA;
- (9) Wrongful Termination in Violation of Public Policy; and
- (10) Private Attorneys General Act.

DEMAND FOR JURY TRIAL

Plaintiff Sarah Avilarios ("Plaintiff") hereby files this Complaint ("Complaint")
against Defendants Gregory L. McEwen D.D.S., Inc. ("Defendant Employer"), Gregory L.
McEwen ("Defendant Owner"), and Does 1-10 (collectively referred to as "Defendants").
Plaintiff complains and alleges as follows:

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I. PARTIES

1. At all relevant times, Plaintiff resided and worked in Sacramento County, California.

2. At all relevant times, Defendant Employer was and is a California Corporation with its corporate offices located in Sacramento, California. Defendant Employer provides cosmetic and other dental services. Defendant Owner is the President, CEO and owner of Defendant Employer, and is personally liable for all Labor Code violations alleged herein pursuant to Labor Code §558.1 as he is the person acting on behalf of Defendant Employer who violated (or caused to be violated) the Labor Code, and may be held personally liable as the employer as a result for the Labor Code violations alleged herein.

3. The true names and capacities of Defendants Does 1 through 10, inclusive, whether individual, corporate, associate, agent, employee, or otherwise, are unknown to Plaintiff at the time of filing this Complaint; therefore, Plaintiff sues said Defendants by such fictitious names and will ask leave of Court to amend this Complaint to show their true names or capacities when the same have been ascertained. Plaintiff is informed and believes, and based thereon alleges, that each of the Doe Defendants is, in some manner, responsible for the events and violations of law herein set forth. Plaintiff alleges that Defendants proximately caused injury and damages to Plaintiff as herein alleged.

4. At all times herein mentioned, each of the Defendants was acting as the principal, parent, agent and/or subsidiary of each of the remaining Defendants, and were, at all times herein mentioned, acting within the scope of said relationship. Plaintiff is informed and believes that each Defendant carried out a joint scheme, conspiracy, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Defendants encouraged and solicited one another to perform the conduct alleged herein, and ratified each other's conduct. Whenever and wherever reference is made in this Complaint to any act by a Defendant or Defendants, inclusive of the Does, such allegations and references shall also be deemed to mean the acts and failures to act legally attributable to each Defendant acting individually, jointly, and/or severally.

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2 **II. JURISDICTION AND VENUE.**

3 5. This court has personal jurisdiction over Defendant Employer because, at
4 all relevant times, Defendant Employer was a California corporation doing business in the State
5 of California, and Defendant Owner worked and lived in the State of California.

6 6. Venue is proper in the County of Sacramento in accordance with Code of
7 Civil Procedure §395.5 because this is the county where the obligation or liability arises under the
8 California Labor Code. Venue also is proper in the County of Sacramento in accordance with
9 Government Code §12965 (b) as the County of Sacramento is where the unlawful practices were
10 committed and is where Defendant Employer's relevant records are maintained.

11 **III. FACTUAL ALLEGATIONS**

12 7. Plaintiff worked for Defendant Owner as a Dental Assistant for over 13
13 years at his various Dental Practices. Defendant Owner is a cosmetic dentist. In or about May
14 2015, Defendant Owner bought another practice and he began employing Plaintiff and other
15 dental workers at Defendant Employer. Plaintiff worked for Defendants until her wrongful
16 termination on May 12, 2020. Defendant Employer fired Plaintiff due to her pregnancy.

17 8. Throughout her employment with Defendants, Plaintiff worked as an
18 hourly worker. Plaintiff believes Defendants' employees who were Dental Assistants, Registered
19 Dental Assistants, Hygienists, Receptionists, Insurance Coordinators, Scheduling Coordinators
20 and Office Managers were paid on an hourly basis, and were therefore entitled to daily overtime,
21 lunch breaks and rest breaks. Defendants, however, denied hourly employees, including Plaintiff,
22 their daily overtime, legal lunch breaks and legal rest breaks in violation of the Labor Code.

23 9. Plaintiff is informed and believes that the Labor Code violations set forth
24 herein took place against all of Defendants' hourly employees. Aggrieved current and former
25 employees of Defendants include all current and former Dental Assistants, Registered Dental
26 Assistants, Hygienists, Receptionists, Insurance Coordinators, Scheduling Coordinators and
27 Office Managers, and similar position names during the relevant time period (referred to herein as
28 "similarly situated employees").

1 10. In or about May 2015, Defendants purported to hold an "election" to
2 establish an alternative workweek to avoid daily overtime under 10 work hours a day. This
3 election was unlawful, and failed to meet the requirements of Labor Code §551 and IWC Wage
4 Order No. 4. Defendants failed to conduct a lawful alternative workweek election. For example,
5 Defendants: (1) failed to hold an election by secret ballot, (2) failed prior to the election to
6 provide written notice to the employees of their intent to adopt an alternative work week, (3)
7 failed to disclose in writing and hold a meeting to discuss, at least 14 days prior to a vote, the
8 effects of the alternative work week on the affected employees' wages, hours and benefits, (4)
9 failed to report to the Division of Labor Standards Enforcement the approved adopted schedule
10 within 30 days of the results, and/or (5) required the employees to work the new hours within 30
11 days after the announcement of the final election results.

12 11. Defendants had Plaintiff and the other effected employees sign an
13 Employment Agreement memorializing the unlawful alternative workweek that denied any daily
14 overtime for work performed up to 10 hours a day. The Employment Agreement also unlawfully
15 denied Plaintiff and similarly situated employees their legally required 10-minute rest breaks for
16 every four hours of work or major fraction thereof. The Employment Agreement provides,
17 "Employees are also allowed one 10 minute or two 5-minute breaks throughout the work day."

18 12. Defendants also denied Plaintiff and other employees their legally
19 mandated lunch breaks on Fridays due to the workload and the shortened work day.

20 13. Further, as a result of the above-described Labor Code violations,
21 Defendants failed to provide Plaintiff and similarly situated employees with accurate wage
22 statements in compliance with Labor Code §226. For example, Defendants' wage statements
23 failed to accurately reflect gross or net wages, overtime hours worked, or total hours worked
24 and/or to be paid, or all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate.

26 14. Accordingly, Defendants consistently, willfully, and deliberately (a) failed
27 to provide Plaintiff and similarly situated employees with timely rest breaks in compliance with
28 Labor Code §§ 226.7 and the pertinent Wage Order, (b) failed to provide Plaintiff and similarly

1 situated employees with timely meal periods in compliance with Labor Code §§226.7 and 512,
2 and the applicable Wage Order, (c) failed to pay Plaintiff and similarly situated employees all
3 overtime wages owed for all overtime hours worked in violation of Labor Code §510 and the
4 applicable Wage Order, (d) failed to provide Plaintiff and similarly situated employees with
5 accurate wage statements in violation of Labor Code §226, and (e) failed to pay Plaintiff and
6 similarly situated former employees all wages owing and due at the end of their employment with
7 Defendants in violation of Labor Code §§201-203.

8 15. As a result of Defendants' actions, Plaintiff and similarly situated
9 employees suffered and continue to suffer damages for each of the Labor Code violations set
10 forth herein, and Plaintiff, on behalf of herself and similarly situated employees, has been forced
11 to incur attorneys' fees and other costs to protect her rights and those of similarly situated
12 employees as required by the Labor Code.

13 16. Defendants' foregoing wrongful acts constitute continuing and ongoing
14 unlawful activity in violation of the Labor Code and Business & Professions Code § 17200, et
15 seq. ("Unfair Competition Law"). Accordingly, Defendants should be enjoined from continuing
16 to violate the Labor Code and the Unfair Competition Law as set forth herein, including but not
17 limited to an injunction ordering Defendants to cease the unlawful business practices in violation
18 of the Labor Code and the Unfair Competition Law.

19 17. In late February 2020 Plaintiff announced to the office, including
20 Defendant Owner, that she was pregnant. During her employment with Defendant Owner,
21 Plaintiff has had two miscarriages, and this pregnancy was labelled a high-risk pregnancy.

22 18. On March 17, 2020, Plaintiff had a conversation with Defendant Owner
23 where Plaintiff confided that she was nervous about Covid because of her high-risk pregnancy
24 and her husband's asthma. Defendant Owner agreed with her concerns.

25 19. On March 19, 2020, Plaintiff learned from co-workers that Defendant
26 Employer was temporarily closing its offices and employees should apply for unemployment.
27 Staff understood that this layoff was temporary due to Covid, and employees would be returning
28 to work.

1 20. On April 29, 2020, Defendant Employer informed staff, except for
2 Plaintiff, that they would be returning to work on May 4, 2020. The next day, when Plaintiff
3 questioned Office Manager Christine Wood about not being contacted to return to work, Christine
4 claimed that not everyone was needed back yet. However, Plaintiff understood that everyone else
5 was contacted about returning to work.

6 21. In late April and early May 2020, Defendant owner communicated with
7 several employees about special precautions that will need to be taken when Plaintiff returns to
8 work due to her pregnancy, including Plaintiff having to wear a special mask. Also, in early May
9 2020, Plaintiff learned from a co-worker that Defendant Owner said that he was going to "get rid"
10 of Plaintiff, and another coworker informed Plaintiff that Defendant Owner stated he did not want
11 to be responsible for Plaintiff having another miscarriage.

12 22. On May 12, 2020, Office Manager Christine Wood informed Plaintiff that
13 she was being terminated. When Plaintiff asked why, Christine admitted that Defendant Owner
14 did not give any reason for his decision and stated she did not have to give a reason because
15 California is an at-will State.

16 23. Within the time provided by law, Plaintiff filed an administrative complaint
17 against Defendants with the California Department of Fair Employment and Housing, in full
18 compliance with FEHA, and obtained a "right to sue" letter. Plaintiff has met all jurisdictional
19 requirements and prerequisites for maintaining this action under FEHA.

20 IV. CAUSES OF ACTION

21 FIRST CAUSE OF ACTION

22 FAILURE TO PAY FOR ALL HOURS WORKED – OVERTIME 23 WAGES

24 (BY PLAINTIFF AGAINST ALL DEFENDANTS)

25 24. Plaintiff re-alleges and incorporates herein by reference the allegations
26 contained in Paragraphs 1 through 11 and 14 through 15 of the Complaint as though fully set
27 forth herein.

28 25. California Labor Code §510(a) provides, in pertinent part, as follows:

1 "Eight hours of labor constitutes a day's work. Any work in excess of
2 eight hours in one workday and any work in excess of 40 hours in any one
3 workweek and the first eight hours worked on the seventh day of work in
4 any one workweek shall be compensated at the rate of no less than one and
5 one-half times the regular rate of pay for an employee. Any work in excess
6 of 12 hours in one day shall be compensated at the rate of no less than
7 twice the regular rate of pay for an employee. In addition, any work in
8 excess of eight hours on any seventh day of a workweek shall be
9 compensated at the rate of no less than twice the regular rate of pay of an
10 employee."

11 26. Section 3 of the applicable Industrial Welfare Commission Wage Order,
12 which at all times mentioned herein governed the employment of Plaintiff with Defendants,
13 provides in pertinent part:

14 "Daily Overtime - General Provisions

15 (1) The following overtime provisions are applicable to employees 18
16 years of age or over and to employees 16 or 17 years of age who are not
17 required by law to attend school and are not otherwise prohibited by law
18 from engaging in the subject work. Such employees shall not be employed
19 more than eight (8) hours in any workday or more than 40 hours in any
20 workweek unless the employee receives one and one-half (1 1/2) times
21 such employee's regular rate of pay for all hours worked over 40 hours in
22 the workweek. Eight (8) hours of labor constitutes a day's work.
23 Employment beyond eight (8) hours in any workday or more than six (6)
24 days in any workweek is permissible provided the employee is
25 compensated for such overtime at not less than:

26 (a) One and one-half (1 1/2) times the employee's regular rate of pay for
27 all hours worked in excess of eight (8) hours up to and including 12 hours
28 in any workday, and for the first eight (8) hours worked on the seventh
(7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in
excess of 12 hours in any workday and for all hours worked in excess of
eight (8) hours on the seventh (7th) consecutive day of work in a
workweek."

29 27. During all times mentioned herein, Defendants required, allowed, suffered,
30 and/or permitted Plaintiff to work in excess of eight (8) hours in one work day or forty (40) hours
31 per week without being compensated at the applicable overtime rate of pay in accordance with the
32 provisions of California Labor Code §510 and Section 3 of the applicable Industrial Welfare
33 Commission Wage Order.

34 28. Defendants have failed to pay Plaintiff for all overtime wages owed, as
35 required by law, including failing to pay Plaintiff overtime pay for work she performed in excess

1 of forty (40) hours per week and in excess of eight (8) hours per day. By failing to provide timely
2 and proper compensation, as alleged above, Defendants have knowingly, willfully and
3 deliberately violated and continue to violate the provisions of Labor Code sections 510 and 1194
4 and the applicable Wage Order, without limitation.

5 29. During all relevant periods in this matter, California overtime laws applied
6 to Defendants and provided that any work performed by an employee in excess of forty (40)
7 hours per workweek or eight (8) hours per day be compensated at one and one half times or two
8 times the employee's regular rate of pay. Defendants did not compensate Plaintiff for all hours
9 worked in excess of forty (40) hours per workweek or eight (8) hours per workday and/or did not
10 compensate Plaintiff at the applicable overtime rate of pay. Thus, Plaintiff is entitled to recover
11 her unpaid overtime compensation.

12 30. As a result of Defendants' unlawful actions, Plaintiff has been required to
13 retain an attorney and to incur attorney's fees and costs in pursuit of this cause of action. Plaintiff
14 is entitled to recover her reasonable attorney's fees and costs incurred herein pursuant to Labor
15 Code section 1194.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

18 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

19 31. Plaintiff re-alleges and incorporates herein by reference the allegations
20 contained in Paragraphs 1 through 15 of the Complaint as though fully set forth herein.

21 32. Defendants knowingly and intentionally furnished Plaintiff with
22 inaccurate and false itemized statements, as required by Labor Code §226 and the applicable
23 IWC Wage Order, including because the wage statements:

- 24 a) Falsely understated the gross wages earned by failing to pay
25 for all hours worked at the proper rate(s), failing to properly
26 calculate service charge pay owed and/or failing to reflect
27 and pay all rest break and meal period premium wages
28 owed;

1 employee within seventy-two (72) hours of that employee's termination of employment by
2 resignation. California Labor Code §203 provides that if an employer willfully fails to pay
3 compensation promptly upon discharge or resignation, as required under §§201 and 202, then the
4 employer is liable for waiting time penalties in the form of continued compensation for up to
5 thirty (30) work days.

6 37. Defendants willfully failed and refused, and continue to willfully fail and
7 refuse to timely pay all compensation and wages due to Plaintiff upon the cessation of her
8 employment, as required by Labor Code §§201-202.

9 38. As a result of Defendants' unlawful acts, Defendants are liable to Plaintiff
10 who is no longer employed by Defendants for waiting time penalties under Labor Code §203,
11 together with interest thereon pursuant to Labor Code section 218.6.

12 39. As a result of Defendants' unlawful actions Plaintiff has been required to
13 retain an attorney and to incur attorney's fees and costs in pursuit of this cause of action. Plaintiff
14 is entitled to recover her reasonable attorney's fees and costs incurred herein pursuant to Labor
15 Code section 218.5.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO TO PROVIDE MEAL PERIODS**

18 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

19 40. Plaintiff re-alleges and incorporates herein by reference the allegations
20 contained in Paragraphs 1 through 10, 12 and 14 through 15 of the Complaint as though fully set
21 forth herein.

22 41. While working for Defendants, Plaintiff systematically worked periods of
23 more than five (5) hours in a workday without being provided a mandated thirty (30) minute, duty
24 free meal period in violation of Labor Code §§ 226.7 and 512, and the applicable Wage Order.
25 California law requires Plaintiff to be paid one (1) additional hour of pay per day at her regular
26 rate of compensation for each day that she did not receive a meal period to which she was legally
27 entitled. Plaintiff did not receive such pay. Therefore, Plaintiff has not been paid all of the wages
28 due to her.

1 42. Plaintiff requests restitution of meal period premium wages, together with
2 interest thereon and all other applicable relief allowed by law, including attorneys' fees under
3 Labor Code §218.5.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST BREAKS**

6 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

7 43. Plaintiff re-alleges and incorporates herein by reference the
8 allegations contained in Paragraphs 1 through 11 and 14 through 15 of the Complaint as though
9 fully set forth herein.

10 44. Plaintiff was not provided all required rest breaks to which she was entitled
11 under California law, including under Labor Code §§ 226.7, and the pertinent Wage Order.

12 45. Therefore, Plaintiff has not been paid all of the wages due to her. California
13 law requires Plaintiff to be paid one (1) additional hour of pay per day at his regular rate of pay
14 for each occasion that she did not receive a rest period to which she was entitled.

15 46. Plaintiff requests restitution of rest break premium wages and all other
16 applicable relief allowed by law, including attorneys' fees under Labor Code §218.5.

17 **SIXTH CAUSE OF ACTION**

18 **UNFAIR BUSINESS PRACTICES**

19 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

20 47. Plaintiff re-alleges and incorporates herein by reference the allegations
21 contained in Paragraphs 1 through 16 and 24 through 46 of the Complaint as though fully set
22 forth herein.

23 48. Defendants' foregoing wrongful acts constitute continuing and ongoing
24 unlawful activity prohibited by Business & Professions Code § 17200, et seq. ("the Unfair
25 Competition Law") and justifies the issuance of an injunction, restitution, and other equitable
26 relief pursuant to Business & Professions Code § 17203.

27 49. Defendants' conduct described herein was directly in violation of
28 California's wage and hour laws, and it constitutes and was intended to constitute unfair

1 competition and unlawful and unfair acts and practices within the meaning of the Unfair
2 Competition Law.

3 50. Through their wrongful and unlawful acts, as described herein, Defendants
4 have acted contrary to the public policy of this State.

5 51. Defendants have engaged in unlawful business acts and practices by
6 violating California law including, but not limited to, the Labor Code, the applicable IWC Wage
7 Order, and other violation of law discussed herein.

8 52. As a result of their unlawful, unfair, and/or fraudulent acts, Defendants
9 have reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff.

10 53. Therefore, under the provisions of the Unfair Competition Law, the Labor
11 Code, and the applicable IWC Wage Order, Defendants should be enjoined from this activity and
12 should provide restitution to Plaintiff for the wrongfully withheld wages and other benefits
13 pursuant to Business and Professions Code §17203, in a sum according to proof for the 4-year
14 period preceding the filing of this Complaint up to and including the present.

15 **SEVENTH CAUSE OF ACTION**

16 **SEX/PREGNANCY DISCRIMINATION IN VIOLATION OF FEHA**

17 **(BY PLAINTIFF AGAINST DEFENDANTS GREGORY L. MCEWEN D.D.S., INC. AND**
18 **DOES 1 -10)**

19 54. Plaintiff re-alleges and incorporates herein by reference the allegations
20 contained in Paragraphs 1 through 7 and 17 through 23 of the Complaint as though fully set forth
21 herein.

22 55. At all times Plaintiff's employment with Defendant Employer was
23 governed by California's Fair Employment & Housing Act ("FEHA"). The FEHA prohibits
24 discrimination based on one or more protected characteristics, including but not limited to sex.
25 (Gov. Code §12940). Under the FEHA, pregnancy discrimination is a form of sex discrimination
26 (Gov. Code §12926(r)(1)(A)).

27 56. Defendant Employer's misconduct towards Plaintiff (including but not
28 limited to the termination of her employment) constitutes discrimination based on sex/pregnancy

1 in violation of the FEHA.

2 57. As a proximate result of Defendant Employer's unlawful discrimination in
3 violation of FEHA, Plaintiff has suffered and will continue to suffer damages, the exact amount
4 of which has not yet been fully ascertained, within the jurisdiction of this Court. Plaintiff is
5 entitled to damages for her actual, compensatory, special, general, consequential and incidental
6 financial losses due to Defendant Employer's unlawful actions, including but not limited to lost
7 wages, employment benefits, medical expenses, and certain other expenses and losses in an
8 amount to be determined at trial.

9 58. As a proximate result of Defendant Employer's unlawful discrimination in
10 violation of FEHA, Plaintiff has suffered and will continue to suffer anxiety, embarrassment,
11 humiliation, mental anguish, emotional distress, and physical injury and sickness, in an amount to
12 be determined at trial.

13 59. Defendant Employer's wrongful termination against Plaintiff was carried
14 out by and/or ratified by Defendant Employer and its officers, directors and/or managing agents
15 acting in a despicable, oppressive, fraudulent, malicious, deliberate and inexcusable manner in
16 order to injure and damage Plaintiff, thereby justifying an award of punitive or exemplary
17 damages against Defendant Employer in a sum appropriate to punish and make an example of
18 Defendant Employer, in an amount to be determined at trial.

19 60. As a further proximate result of Defendant Employer's unlawful actions in
20 violation of FEHA, Plaintiff has been forced to retain counsel to enforce her rights, and is entitled
21 to recover pursuant to FEHA her costs and attorneys' fees she has incurred and will incur in
22 connection with this legal action, in an amount to be determined after trial.

23 61. Plaintiff further requests the Court to grant her declaratory relief, including
24 but not including a judicial declaration of Defendants' wrongdoing in violation of FEHA, and
25 injunctive relief requiring Defendants to institute and enforce appropriate policies and training
26 prohibiting unlawful sex/pregnancy discrimination from occurring, as well as injunctive relief to
27 prevent continued violations of law from recurring against pregnant employees.

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EIGHTH CAUSE OF ACTION
FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF FEHA
**(BY PLAINTIFF AGAINST DEFENDANTS GREGORY L. MCEWEN D.D.S., INC. AND
DOES 1 -10)**

62. Plaintiff re-alleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 7, 17 through 23 and 54 through 61 of the Complaint as though fully set forth herein.

63. At all times Plaintiff's employment with Defendant Employer was governed by the FEHA. The FEHA requires employers to take all reasonable steps necessary to prevent unlawful discrimination and harassment from occurring.

64. Defendant Employer's failure to prevent discrimination against Plaintiff as detailed above constitutes violations of the FEHA.

65. As a proximate result of Defendant Employer's unlawful failure to prevent discrimination in violation of FEHA, Plaintiff has suffered and will continue to suffer damages, the exact amount of which has not yet been fully ascertained, within the jurisdiction of this Court. Plaintiff is entitled to damages for her actual, compensatory, special, general, consequential and incidental financial losses due to Defendant Employer's unlawful actions, including but not limited to lost wages, employment benefits, medical expenses, and certain other expenses and losses in an amount to be determined at trial.

66. As a proximate result of Defendant Employer's unlawful failure to prevent discrimination in violation of FEHA, Plaintiff has suffered and will continue to suffer anxiety, embarrassment, humiliation, mental anguish, emotional distress, and physical injury and sickness, in an amount to be determined at trial.

67. Defendant Employer's unlawful failure to prevent discrimination against Plaintiff was carried out by and/or ratified by Defendant Employer and its officers, directors and/or managing agents acting in a despicable, oppressive, fraudulent, malicious, deliberate and inexcusable manner in order to injure and damage Plaintiff, thereby justifying an award of

1 punitive or exemplary damages against Defendant Employer in a sum appropriate to punish and
2 make an example of Defendant Employer, in an amount to be determined at trial.

3 68. As a result of the Defendant Employer's unlawful failure to prevent
4 discrimination and harassment in violation of FEHA, Plaintiff has been forced to retain counsel to
5 enforce her rights, and is entitled to recover pursuant to FEHA her costs and attorneys' fees she
6 has incurred and will incur in connection with this legal action, in an amount to be determined
7 after trial.

8 69. Plaintiff further requests the Court to grant her declaratory relief, including
9 but not limited to a judicial declaration of Defendants' wrongdoing in violation of FEHA, and
10 injunctive relief requiring Defendants to institute and enforce appropriate policies and training
11 prohibiting unlawful sex/pregnancy discrimination from occurring, as well as injunctive relief to
12 prevent continued violations of law from recurring against pregnant employees.

13 **NINTH CAUSE OF ACTION**

14 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

15 **(BY PLAINTIFF AGAINST DEFENDANTS GREGORY L. MCEWEN D.D.S., INC. AND**
16 **DOES 1 -10)**

17 70. Plaintiff re-alleges and incorporates herein by reference the allegations
18 contained in Paragraphs 1 through 7, 17 through 23 and 54 through 61 of the Complaint as though
19 fully set forth herein

20 71. At all times, the FEHA was in full force and effect and binding on
21 Defendants. FEHA prohibits Defendants from discriminating against individuals, like Plaintiff, on
22 the basis of sex/pregnancy. Defendants' misconduct as detailed above, including but not limited
23 to the unlawful termination of Plaintiff's employment, violates the public policy of the State of
24 California, as set forth in the FEHA.

25 72. As a proximate result of Defendant Employer's wrongful termination,
26 Plaintiff has suffered and will continue to suffer damages, the exact amount of which has not yet
27 been fully ascertained, within the jurisdiction of this Court. Plaintiff is entitled to damages for
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1 her actual, compensatory, special, general, consequential and incidental financial losses due to
2 Defendant Employer's unlawful actions, including but not limited to lost wages, employment
3 benefits, medical expenses, and certain other expenses and losses in an amount to be determined
4 at trial.

5 73. As a proximate result of Defendant Employer's wrongful termination,
6 Plaintiff has suffered and will continue to suffer anxiety, embarrassment, humiliation, mental
7 anguish, emotional distress, and physical injury and sickness, in an amount to be determined at
8 trial.

9 74. Defendant Employer's wrongful termination against Plaintiff was carried
10 out by and/or ratified by Defendant Employer and its officers, directors and/or managing agents
11 acting in a despicable, oppressive, fraudulent, malicious, deliberate and inexcusable manner in
12 order to injure and damage Plaintiff, thereby justifying an award of punitive or exemplary
13 damages against Defendant Employer's in a sum appropriate to punish and make an example of
14 Defendant Employer's, in an amount to be determined at trial.

15 **TENTH CAUSE OF ACTION**

16 **CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT**

17 **(BY PLAINTIFF, individually and on behalf of all others similarly situated and the State of**
18 **California, AGAINST ALL DEFENDANTS)**

19 75. Plaintiff re-alleges and incorporates herein by reference the allegations
20 contained in Paragraphs 1 through through 16 and 24 through 46 of the Complaint as though fully
21 set forth herein.

22 76. The Court has jurisdiction of this cause of action pursuant to Labor Code
23 §§2699, et seq.

24 77. Plaintiff is an "aggrieved employee" as defined under Labor Code
25 §2699(c), and thus has standing to bring this action on behalf of all California Employees who
26 suffered the Labor Code violations alleged herein pursuant to Labor Code §§2699(a) and 2699.3.

27 78. Labor Code §2699(a) provides: "Notwithstanding any other provision of
28 law, any provision of this code that provides for a civil penalty to be assessed and collected by the

1 Labor and Workforce Development Agency or any of its departments, divisions, commissions,
2 boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered
3 through a civil action brought by an aggrieved employee on behalf of herself or herself and other
4 current or former employees pursuant to the procedures specified in Section 2699.3."

5 79. Labor Code §2699(f) provides: "For all provisions of this code except
6 those for which a civil penalty is specifically provided, there is established a civil penalty for a
7 violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person
8 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
9 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
10 each aggrieved employee per pay period for each subsequent violation."

11 80. Plaintiff worked for Defendants until her wrongful termination on May 12,
12 2020. Throughout the course and scope of Plaintiff's employment with Defendant, Defendants
13 consistently, willfully, and deliberately (a) failed to provide Plaintiff and similarly situated
14 employees with timely rest breaks in compliance with Labor Code §§ 226.7 and the pertinent
15 Wage Order, (b) failed to provide Plaintiff and similarly situated employees with timely meal
16 periods in compliance with Labor Code §§226.7 and 512, and the applicable Wage Order, (c)
17 failed to pay Plaintiff and similarly situated employees all overtime wages owed for all overtime
18 hours worked in violation of Labor Code §510 and the applicable Wage Order, (d) failed to
19 provide Plaintiff and similarly situated employees with accurate wage statements in violation of
20 Labor Code §226, and (e) failed to pay Plaintiff and similarly situated former employees all
21 wages owing and due at the end of their employment with Defendants in violation of Labor Code
22 §§201-203. Aggrieved current and former California employees of Defendants include all current
23 and former Dental Assistants, Registered Dental Assistants, Hygienists, Receptionists, Insurance
24 Coordinators, Scheduling Coordinators and Office Managers, and similar position names during
25 the relevant time period.

26 81. Accordingly, Defendants' policies, practices, and/or procedures as
27 described herein violate the Labor Code.

28 82. As a result, Plaintiff seeks civil penalties as provided under applicable

1 Labor Code sections for violations of the Labor Code alleged herein pursuant to Labor
2 Code§2699(a). To the extent that any violation alleged herein does not carry a penalty, Plaintiff
3 seeks civil penalties pursuant to Labor Code §2699(f) for Plaintiff and other current and former
4 Aggrieved Employees for violations of those sections.

5 83. Plaintiff seeks penalties on behalf of herself, other current and former
6 California Aggrieved Employees of Defendants, and the State, as provided by Labor Code
7 §2699(i). Affected employees are numerous, and it would be impracticable to bring all the
8 affected co-employees before the Court.

9 84. Plaintiff's PAGA claim does not require Class Certification. Plaintiff does
10 not need a Court Order authorizing the representation of the class for this cause of action.

11 85. Plaintiff believes that Defendants violated numerous provisions of the
12 California Labor Code and the applicable Wage Order, including without limitation: Labor Code
13 §§201, 202, 203, 226, 226.7, 510, 512, and 1194. As a result of these violations, and under the
14 provisions of PAGA, Plaintiff, on behalf of herself, other similarly situated employees, and the
15 State, will seek penalties against Defendants under, and without limitation to: Labor Code
16 §§226.3, 256, 558, and/or 2699(f).

17 86. Plaintiff seeks civil penalties under Labor Code §558 for Defendants'
18 failure to pay overtime wages required by Labor Code §510 and the pertinent Wage Order.

19 87. Plaintiff seeks civil penalties under Labor Code §558 and/or Labor Code
20 §2699(f) for Defendants' failure to provide meal periods in compliance with Labor Code §512
21 and the pertinent Wage Order.

22 88. Plaintiff seeks civil penalties under Labor Code §558 and/or Labor Code
23 §2699(f) for Defendants' failure to provide rest breaks in compliance with Labor Code §226.7
24 and the pertinent Wage Order.

25 89. Plaintiff seeks civil penalties under Labor Code §256 and/or Labor Code
26 §2699(f) for Defendants' failure to timely pay all wages due upon termination of employment
27 pursuant to Labor Code §203.

28 90. Plaintiffs seek civil penalties under Labor Code §226.3 for Defendants'

1 failure to comply with the provisions of Labor Code §226, in failing to provide accurate wage
2 statements.

3 91. As a result of their violations of the Labor Code, and the injuries suffered
4 by Plaintiff and each aggrieved current and former California Employee, Defendants are liable to
5 Plaintiff and each aggrieved California Employee and the State for the civil penalties sought
6 herein.

7 92. Plaintiff also is entitled to an award of attorneys' fees and costs pursuant to
8 Labor Code section 2699(g).

9 93. Plaintiff provided timely notice of his intention to bring an action pursuant
10 to the PAGA, Labor Code §§2699, *et seq.*, to the California Labor and Workforce Development
11 Agency ("LWDA") and Defendants. No response was received within the following sixty-five
12 (65) calendar days. Therefore, Plaintiff has satisfied the requirements to assert a PAGA claim
13 under Labor Code §2699.3. **A true and correct copy of Plaintiff's letter to the LWDA dated**
14 **July 13, 2020, is attached hereto as Exhibit A and incorporated herein by reference**

15 **IV. PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff Sarah Avilarios prays for the following relief against
17 Defendants, and each of them, as follows:

18 1. As to the First Cause of Action, for an award against Defendants and in
19 favor of Plaintiff for compensatory damages in an amount according to proof for unpaid overtime
20 wages and with interest thereon;

21 2. As to the Second Cause of Action, for an award against Defendants and in
22 favor of Plaintiff for payment of all applicable penalties for failure to provide accurate itemized
23 wage statements to Plaintiff pursuant to Labor Code §226;

24 3. As to the Third Cause of Action, for an award against Defendants and in
25 favor of Plaintiff for payment of all applicable penalties for non-payment of wages to Plaintiff in
26 accordance with Labor Code §203;

27 4. As to the Fourth Cause of Action, for an award against Defendants and in
28 favor of Plaintiff for compensatory damages in an amount according to proof for unpaid meal

1 period premium wages and with interest thereon;

2 5. As to the Fifth Cause of Action, for an award against Defendants and in
3 favor of Plaintiff for compensatory damages in an amount according to proof for unpaid rest
4 break premium wages and with interest thereon;

5 6. As to the First through Fifth Causes of Action, that Defendants be enjoined
6 from continuing to violate the Labor Code as set forth herein, including but not limited to an
7 injunction ordering Defendants to cease the unlawful business practices in violation of the Labor
8 Code;

9 7. As to the Sixth Cause of Action, that Defendants be ordered to make
10 restitution to Plaintiff due to their unfair competition, including disgorgement of their wrongfully
11 obtained revenue, earnings, profits, compensation and benefits in violation of the California
12 Business and Professions Code in an amount according to proof;

13 8. As to the Sixth Cause of Action, that Defendants be enjoined from continuing to
14 engage in unfair competition in violation of the Business and Professions Code, including but not
15 limited to an injunction ordering Defendants to cease the unlawful and unfair business practices;

16 9. As to the Seventh through Ninth Causes of Action, for an award against
17 Defendants and in favor of Plaintiff for a money judgment representing compensatory damages
18 for all consequential and incidental financial losses due to Defendants' unlawful actions,
19 including but not limited to lost wages, employment benefits, medical expenses, and certain other
20 expenses and losses, according to proof at trial;

21 10. As to the Seventh through Ninth Causes of Action, for an award against
22 Defendants and in favor of Plaintiff for a money judgment to compensate Plaintiff for her anxiety,
23 embarrassment, humiliation, mental anguish, emotional distress, and physical injury and sickness,
24 according to proof at trial;

25 11. As to the Seventh through Ninth Causes of Action, for an award against
26 Defendants and in favor of Plaintiff for punitive damages in an amount to punish and deter
27 Defendants from continuing to engage in similar misconduct according to proof at trial;

28 12. As to the Seventh through Eighth Causes of Action, for an award against

1 Defendants and in favor of Plaintiff for declaratory relief, including but not including a judicial
2 declaration of Defendants' wrongdoing in violation of FEHA, and injunctive relief requiring
3 Defendants to institute and enforce appropriate policies and training prohibiting unlawful
4 sex/pregnancy discrimination from occurring, as well as injunctive relief to prevent continued
5 violations of law from recurring against pregnant employees;

6 13. As to the Tenth Cause of Action, for an award of all applicable civil
7 penalties referenced herein, including but not limited to civil penalties pursuant to Labor Code
8 §2699(f) on behalf of Plaintiff, all other aggrieved California Employees of Defendants, and the
9 State of California, against Defendants, according to proof at trial;

10 14. As to all Causes of Action, for prejudgment and post judgment interest,
11 attorney's fees (excluding Fourth, Fifth and Ninth Causes of Action) and costs of suit pursuant to
12 Labor Code §§218.5, 218.6, 226, 1194, and/or 2699(g), Code of Civil Procedure §1021.5 and/or
13 any other applicable statute; and

14 15. As to all Causes of Action, for all other relief that is just and proper.
15 Date: September 23, 2020

BASHAM LAW GROUP

16
17 By:  _____

18 GARY R. BASHAM

19 Attorneys for Plaintiff SARAH AVILARIOS, on
20 behalf of herself, all similarly aggrieved current and
21 former employees of Defendants and the State of
22 California
23
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26
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28

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff SARAH AVILARIOS hereby demands a trial by jury as provided by
3 California Code of Civil Procedure section 631 and any other applicable law or statute.

4 Date: September 23, 2020

BASHAM LAW GROUP

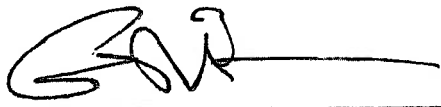
5
6 By: 
7 GARY R. BASHAM
8 Attorneys for Plaintiff SARAH
9 AVILARIOS, on behalf of herself, all
10 similarly aggrieved current and former
11 employees of Defendants and the State of
12 California
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EXHIBIT A

BASHAM LAW GROUP

EMPLOYMENT LAW COUNSEL

8801 FOLSOM BLVD, SUITE 280
SACRAMENTO, CALIFORNIA 95826
PHONE: (916) 282-0841
FAX: (916) 266-7478
gary@bashamlawgroup.com

July 13, 2020

VIA ONLINE

Labor Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

VIA CERTIFIED MAIL/RETURNED RECEIPT REQUESTED

Gregory L. McEwen D.D.S., Inc.
Attn.: Gregory L. McEwen
730 Howe Avenue, Suite 200
Sacramento, CA 95825

Gregory L. McEwen
730 Howe Avenue, Suite 200
Sacramento, CA 95825

VIA EMAIL ONLY

Madonna Herman, Esq.
Madonna.Herman@wilsonelser.com

Re: *NOTICE OF LABOR LAW VIOLATIONS (CA. LABOR CODE § 2699.3)*

To Whom It May Concern:

Pursuant to the requirements of Labor Code § 2699.3, aggrieved former employee Sarah Avilarios ("Plaintiff") hereby notifies the Labor Workforce Development Agency ("LWDA") of labor law violations, and the facts and circumstances giving rise to them, committed by her former employer **Gregory L. McEwen D.D.S., Inc.** ("Defendant Employer") and its owner **Gregory L. McEwen** ("Defendant Owner") (collectively "Defendants") against Plaintiff and other similarly situated current and former employees of Defendants.

This letter also serves to notify *Defendants* of the labor law violations against Plaintiff and other aggrieved employees, and the facts and circumstances giving rise to those violations. Plaintiff intends to seek penalties against Defendants for each and every violation averred to herein to the fullest extent permitted by law.

A. **Statement of Facts.**

Plaintiff worked for Defendant Owner as a Dental Assistant for over 13 years at his various Dental Practices. Defendant Owner is a cosmetic dentist. In or about May 2015, Defendant Owner bought another practice and he began employing Plaintiff and other dental workers at Defendant Employer. Plaintiff worked for Defendants until her wrongful termination on May 12, 2020.

Throughout her employment with Defendants, Plaintiff worked as an hourly worker. Plaintiff believes Defendants' employees who were Dental Assistants, Registered Dental Assistants, Hygienists, Receptionists, Insurance Coordinators, Scheduling Coordinators and Office Managers were paid on an hourly basis, and were therefore entitled to daily overtime, lunch breaks and rest breaks. Defendants, however, denied hourly employees, including Plaintiff, their daily overtime, legal lunch breaks and legal rest breaks in violation of the Labor Code.

At all relevant times, Defendant Employer was and is a California Corporation with its corporate offices located in Sacramento, California. Defendant Employer provides cosmetic and other dental services. Defendant Owner is the President, CEO and owner of Defendant Employer, and is personally liable for all Labor Code violations alleged herein pursuant to Labor Code §558.1 as he is the person acting on behalf of Defendant Employer who violated (or caused to be violated) the Labor Code, and may be held personally liable as the employer as a result for the Labor Code violations alleged herein.

Plaintiff is informed and believes that the Labor Code violations set forth herein took place against all of Defendants' hourly employees. Aggrieved current and former employees of Defendants include all current and former Dental Assistants, Registered Dental Assistants, Hygienists, Receptionists, Insurance Coordinators, Scheduling Coordinators and Office Managers, and similar position names during the last year (referred to herein as "similarly situated employees").

In or about May 2015, Defendants purported to hold an "election" to establish an alternative workweek to avoid daily overtime under 10 work hours a day. This election, was unlawful, and failed to meet the requirements of Labor Code §551 and IWC Wage Order No. 4. Defendants failed to conduct a lawful alternative workweek election. For example, Defendants: (1) failed to hold an election by secret ballot, (2) failed prior to the election to provide written notice to the employees of their intent to adopt an alternative work week, (3) failed to disclose in writing and hold a meeting to discuss, at least 14 days prior to a vote, the effects of the

alternative work week on the affected employees' wages, hours and benefits, (4) failed to report to the Division of Labor Standards Enforcement the approved adopted schedule within 30 days of the results, and/or (5) required the employees to work the new hours within 30 days after the announcement of the final election results.

Defendants had Plaintiff and the other effected employees sign an Employment Agreement memorializing the unlawful alternative workweek that denied any daily overtime for work performed up to 10 hours a day. The Employment Agreement also unlawfully denied Plaintiff and similarly situated employees their legally required 10-minute rest breaks for every four hours of work or major fraction thereof. The Employment Agreement provides, "Employees are also allowed one 10 minute or two 5-minute breaks throughout the work day."

Defendants also denied Plaintiff and other employees their legally mandated lunch breaks on Fridays due to the workload and the shortened work day.

Further, as a result of the above-described Labor Code violations, Defendants failed to provide Plaintiff and similarly situated employees with accurate wage statements in compliance with Labor Code §226. For example, Defendants' wage statements failed to accurately reflect gross or net wages, overtime hours worked, or total hours worked and/or to be paid, or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Accordingly, Defendants consistently, willfully, and deliberately (a) failed to provide Plaintiff and similarly situated employees with timely rest breaks in compliance with Labor Code §§ 226.7 and the pertinent Wage Order, (b) failed to provide Plaintiff and similarly situated employees with timely meal periods in compliance with Labor Code §§226.7 and 512, and the applicable Wage Order, (c) failed to pay Plaintiff and similarly situated employees all overtime wages owed for all overtime hours worked in violation of Labor Code §510 and the applicable Wage Order, (d) failed to provide Plaintiff and similarly situated employees with accurate wage statements in violation of Labor Code §226, and (e) failed to pay Plaintiff and similarly situated employees all wages owing and due at the end of their employment with Defendants in violation of Labor Code §§201-203 .

As a result of Defendants' actions, Plaintiff and similarly situated employees suffered and continue to suffer damages for each of the Labor Code violations set forth herein, and Plaintiff, on behalf of herself and similarly situated employees, has been forced to incur attorneys' fees and other costs to protect her rights and those of similarly situated employees as required by the Labor Code.

B. Labor Code Violations

Overtime Wages: At all relevant times herein, Defendants required, allowed, suffered and/or permitted Plaintiff and similarly situated employees to work overtime hours without proper and full compensation. More specifically, Plaintiff and similarly situated

employees were scheduled to work, and worked, more than eight (8) hours per day but were denied overtime to employees based on an invalid alternative workweek schedule. In failing to provide timely and proper overtime compensation at the correct overtime rate, as alleged above, Defendants knowingly, willfully and deliberately violated the provisions of Labor Code §§510, 1194, and the applicable Wage Order, without limitation.

Meal Periods: California law requires Defendants to pay Plaintiff and similarly situated employees one (1) additional hour of pay per day at their regular rate of compensation for each occasion they did not receive a meal period to which they were legally entitled. While working for Defendants, Plaintiff and similarly situated employees worked periods of more than five (5) hours in a workday without being provided a mandated thirty (30) minute, duty free meal period in violation of Labor Code §§ 226.7 and 512. Plaintiff and similarly situated employees also did not receive any premium pay.

Rest Periods: Plaintiff and similarly situated employees were not provided all required rest breaks to which they were entitled under California law, including under Labor Code §§ 226.7, and the pertinent Wage Order. Therefore, Plaintiff and similarly situated employees have not been paid all of the wages due to them. California law requires Plaintiff and similarly situated employees to be paid one (1) additional hour of pay per day at their regular rate of compensation for each occasion that they did not receive a rest period to which they were entitled.

Wage Statements: Defendants knowingly and intentionally failed to furnish Plaintiff and similarly situated employees with accurate itemized wage statements, as required by Labor Code §226 and the applicable Wage Order, without limitation. As a result of Defendants' unlawful acts, Defendants are liable to Plaintiff and similarly situated employees for the amounts provided by Labor Code §226, including attorney's fees and costs.

Waiting Time Penalties: California Labor Code §201 requires an employer who discharges an employee to pay compensation due and owing to said employee immediately upon discharge. Labor Code §202 requires an employer to promptly pay compensation due and owing to said employee within seventy-two (72) hours of that employee's termination of employment by resignation. California Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under §§201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days. Defendants willfully failed and refused, and continue to willfully fail and refuse to timely pay all compensation and wages due to Plaintiff and similarly situated employees upon the cessation of their employment, as required by Labor Code §§201-202.

C. Theories of Relief.

If permitted, Plaintiff, by and through counsel, intend to seek relief under the Labor Code Private Attorneys General Act of 2004, Labor Code §§2698 – 2699.6, ("PAGA"),

for the actions of Defendants for both herself and similarly situated employees, including civil penalties. Plaintiff will pursue, without limitation, the following theories:

Plaintiff believes that Defendants violated numerous provisions of the California Labor Code and the applicable Wage Order, including without limitation: Labor Code §§201, 202, 203, 226, 226.7, 510, 512, and 1194. As a result of these violations, and under the provisions of PAGA, Plaintiff, on behalf of herself, other similarly situated employees, and the State, will seek penalties against Defendants under, and without limitation to: Labor Code §§226.3, 256, 558, and/or 2699(f).

For instance, by way of illustration and without limitation Plaintiff will seek the following civil penalties against Defendants for herself, the State and each aggrieved employee:

- i. Plaintiff seeks civil penalties under Labor Code §558 for Defendants' failure to pay overtime wages required by Labor Code §510 and the pertinent Wage Order.
- ii. Plaintiff seeks civil penalties under Labor Code §558 and/or Labor Code §2699(f) for Defendants' failure to provide meal periods in compliance with Labor Code §512 and the pertinent Wage Order;
- iii. Plaintiff seeks civil penalties under Labor Code §558 and/or Labor Code §2699(f) for Defendants' failure to provide rest breaks in compliance with Labor Code §226.7 and the pertinent Wage Order;
- iv. Plaintiff seeks civil penalties under Labor Code §256 and/or Labor Code §2699(f) for Defendants' failure to timely pay all wages due upon termination of employment pursuant to Labor Code §203; and
- v. Plaintiffs seek civil penalties under Labor Code §226.3 for Defendants' failure to comply with the provisions of Labor Code §226, in failing to provide accurate wage statements.

Plaintiff will be represented by Gary R. Basham at Basham Law Group, Inc. Basham Law Group is well qualified to pursue this matter. Information on the Firm and its principal Gary R. Basham may be found at www.bashamlawgroup.com. Pursuant to Labor Code §2699.3(a)(2)(A), we respectfully request that the LWDA notify Plaintiff and Defendants by certified mail that it does not intend to investigate the alleged violations within 60 calendar days of the postmark date of this notice.

If, within the next 65 days, the LWDA or the California Division of Labor Standards Enforcement, does not investigate these claims, we will require disclosure and notice of all subsequent settlements for any of the violations of law listed or described in this letter, in

Gregory L. McEwen, D.D.S.

July 13, 2020

Page 6

order to determine the recovery of the Firm's catalyst attorneys' fees as permitted under California law. Be advised that any settlements with any of the aggrieved employees after the date of this letter may result in an award of catalyst fees to Basham Law Group.

Sincerely,

BASHAM LAW GROUP

A handwritten signature in black ink, consisting of a large, stylized 'G' followed by a horizontal line and a small loop at the end.

Gary R. Basham

GRB:skb