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Superior Court Of California,
Sacramento
09/17/2020
Istewart1
By _____, Deputy
Case Number:
34-2020-00285342

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

MICHELE PRYOR, as an individual and as
proxy for the California Labor and
Workforce Development Agency,

Plaintiff,

vs.

SONNEY L. CHONG, DMD, INC., a
California Corporation; SONNEY L.
CHONG, an individual; and DOES 1-10,
inclusive,

Defendants.

Case No.:

INDIVIDUAL AND REPRESENTATIVE
COMPLAINT FOR

1. FAILURE TO PAY OVERTIME
2. FAILURE TO PAY MINIMUM WAGE
3. FAILURE TO FURNISH MEAL BREAKS
4. FAILURE TO FURNISH REST BREAKS
5. FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS
6. FAILURE TO PAY ALL WAGES AT
CESSATION OF EMPLOYMENT
7. VIOLATION OF LABOR CODE SECTION
1198.5
8. VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION 17200
9. LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (PAGA)
10. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY
(TAMENY v. ARCO)
11. RETALIATION FOR COMPLAINING OF
UNSAFE WORKING CONDITIONS IN
VIOLATION OF LABOR CODE § 6310

JURY TRIAL DEMANDED

1 Plaintiff Michele Pryor brings this individual and representative action against Sonney L.
2 Chong, DMD, Inc., a California Corporation, Sonney L. Chong, an individual; and Does 1 through
3 10, for violations of the California Labor Code and the California Business and Professions Code,
4 on behalf of herself and as proxy for the California Labor and Workforce Development Agency.
5 She further seeks damages for wrongful termination in violation of public policy, and as
6 retaliation in violation of Labor Code 6310.

7 PARTIES

8 1. Michele Pryor ("Pryor" or "Plaintiff") at all times relevant herein was employed in
9 Sacramento County, California, and was an "employee" as defined by the California Labor Code
10 and the applicable California Industrial Wage Commission ("IWC") Order(s).

11 2. Sonney L. Chong, DBD, Inc. ("Chong, Inc." or "Defendant") is a corporation doing
12 business in California and an "employer" as defined by the California Labor Code and the
13 applicable IWC Order(s).

14 3. Defendant Sonney L. Chong, is an individual, and an "other person acting on behalf
15 of an employer" pursuant to California Labor Code § 558.1, such that he may be held liable for
16 violations under Labor Code §§ 203, 226, 226.7, and 1194 (as set forth below). Defendant Sonney
17 L. Chong meets this definition because he is an owner, director, officer and managing agent of
18 Chong, Inc. Sonney L. Chong is a Doctor of Medicine in Dentistry ("DMD"), and as such, is
19 responsible to make, and does make, medical safety decisions for Chong, Inc.

20 4. Chong, Inc., Sonney L. Chong, and Does 1 through 10 are collectively referred to as
21 "Defendants."

22 5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein
23 as Does 1 through 10, whether individual, corporate, associate, or otherwise and therefore sues
24 such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true
25 names and capacities when ascertained. Plaintiff is informed and believes, and on that basis allege,
26 that each of the fictitiously named Defendants is responsible in some manner for the occurrences
27 herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such
28

1 Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of
2 said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

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

11 VENUE

12 7. Venue is proper in this court because the unlawful acts alleged herein took place in
13 Sacramento County, California and Plaintiff's place of employment with Defendants was in
14 Sacramento County. Plaintiff hereby demands a jury trial.

15 GENERAL ALLEGATIONS

16 8. Chong, Inc. is a provider of dentistry services and, during the relevant time period,
17 has operated in Sacramento, California.

18 9. Plaintiff worked for Chong, Inc. as a non-exempt employee for over 17 years until it
19 terminated her employment in June of 2020.

20 10. During her employment, Pryor and other non-exempt employees of Chong, Inc.
21 were regularly required to work off the clock to complete the tasks required of them by Chong,
22 Inc., particularly during their meal breaks. Nonetheless, Chong, Inc. did not pay Pryor or its other
23 non-exempt employees any wages for this time worked off the clock, even though Chong, Inc.
24 knew such work was being performed and, in fact, required such work to be performed. This
25 practice was devised and enforced by Sonney L. Chong.

26 11. Chong, Inc., did not pay the penalties due to employees or the Labor Workforce and
27 Development Agency ("LWDA") for these meal break violations.

12. Throughout her employment, Pryor and Chong, Inc.'s other non-exempt employees were not furnished with rest breaks as required by law. Specifically, Pryor and other former and current employees were not afforded a minimum of ten net consecutive minutes rest break for each four hours worked or major fraction thereof, which is considered to be anything more than two hours. Pryor and other former and current employees were expected to meet a schedule which did not permit for breaks, this was known to Chong, Inc. and became its policy and practice. This practice was devised and enforced by Sonney L. Chong.

13. Chong, Inc., did not pay the penalties due to employees or the LWDA for these rest break violations.

14. Chong, Inc., also unlawfully deducted wages from Pryor and its other employees. For example, without Pryor's consent and without explanation, Chong, Inc. deducted the cost of insurance, an employment benefit, from Pryor's final paycheck. There was no written agreement for such a deduction, and no lawful basis for taking the deduction. **Exhibit 1.** To the contrary, Labor Code § 221 provides it is unlawful to collect wages paid or due to an employee.

15. Further, the impact of the illegal deduction taken by Chong, Inc. was to deprive Pryor of minimum wage and overtime for the pay period in which the deduction was taken.

16. Chong, Inc. similarly deprived Pryor, and other employees of minimum wage and overtime by making them work during meal breaks without compensation and by performing other "off the clock" work.

17. Because of the violations set forth above, the wage statements furnished by Chong, Inc. to Pryor and their other non-exempt employees, both current and former, violated California Labor Code section 226(a), as they failed to accurately show:

- a. The gross wages earned, in violation of section 226(a)(1);
- b. The net wages earned, in violation of section 226(a)(5);
- c. Total hours worked, in violation of section 226(a)(2); and
- d. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).

1 18. Chong, Inc. was, at all times relevant herein, aware of the requirements of
2 California Labor Code section 226.

3 19. Chong, Inc. has, at all times relevant herein, furnished wage statements to each of its
4 employees pursuant to an established set of policies, procedures and practices.

5 20. Pryor, and Chong, Inc.'s other current and former non-exempt employees, have
6 suffered injury as a result of Chong, Inc.'s knowing and intentional failure to comply with
7 California Labor Code section 226(a).

8 21. Upon the termination of the employment relationship (regardless of cause), Chong,
9 Inc., did not pay Ms. Pryor, or its other former employees, all wages earned -- either in unpaid
10 wages for work while off of the clock, or in wages taken to reimburse for insurance payments or
11 other unlawful deductions. In so doing, it violated Labor Code §§ 201 and 202.

12 22. On July 1, 2020, Pryor, through her counsel, made a written request of Chong, Inc.
13 for copies of her personnel records pursuant to Labor Code section 1198.5. **Exhibit 2.** Chong, Inc.
14 did not, and has not to date, provided Pryor with a copy of her personnel file or any documents it
15 was required to provide pursuant to Labor Code section 1198.5.

16 23. On July 1, 2020, Pryor, through her counsel, made a written request of Chong, Inc.
17 for copies of her wage statements pursuant to Labor Code section 226(c). **Exhibit 2.** Chong, Inc.
18 did not, and has not to date, provided Pryor with a copy of her personnel file or any documents it
19 was required to provide pursuant to Labor Code section 226(c).

20 24. On July 1, 2020, Pryor provided written notice ("PAGA Notice") to the Labor and
21 Workforce Development Agency ("LWDA") and Chong, Inc. regarding the specific provisions of
22 the Labor Code alleged to have been violated, including the facts and theories to support those
23 alleged violations. Plaintiffs' notice asserted violations of Labor Code sections 201, 202, 221,
24 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(9), 226.7, 510, 512, 1194, 1197, 1198.5 and the applicable
25 IWC Wage Order provisions.

26 25. As of the filing of this Complaint, more than 65 calendar days since Plaintiff's
27 written notice to the LWDA and Chong, Inc., the LWDA has not provided written notice that it
28

1 intends to investigate Plaintiff's allegations. Accordingly, Plaintiff has satisfied the administrative
2 prerequisites under Labor Code section 2699.3 to bring a civil action to recover penalties against
3 Chong, Inc., in addition to other remedies, for violations of the California Labor Code.

4 **FIRST CAUSE OF ACTION**
5 **VIOLATION OF CALIFORNIA LABOR CODE §§ 510 & 1198**
6 **(Failure to Pay Overtime)**
7 **Against Defendants Chong, Inc. and DOES 1-10**

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

11 27. Pursuant to California Labor Code section 510, any work in excess of eight hours in
12 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
13 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
14 less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12
15 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an
16 employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
17 be compensated at the rate of no less than twice the regular rate of pay of an employee.

18 28. Pursuant to California Labor Code section 1198, the maximum hours of work and
19 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
20 standard conditions of labor for employees and the employment of any employee for longer hours
21 than those fixed by the commission or under conditions of labor prohibited by the order is
22 unlawful.

23 29. During the relevant time period, Plaintiff, and Defendants' other non-exempt
24 employees regularly worked overtime.

25 30. During the relevant time period, as set forth above, Defendants failed to include
26 time worked "off of the clock" for purposes of overtime compensation.
27
28

1 31. During the relevant time period, as set forth above, Defendants intentionally and
2 willfully failed to pay the proper overtime wages due to Plaintiff and their other non-exempt
3 employees.

4 32. Wherefore, and as a direct and proximate result of Defendants' actions, Plaintiff and
5 Defendants' other non-exempt employees have been injured as set forth above and request relief as
6 hereafter provided.

7 **SECOND CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE §§ 1194, 1197**
9 **(Failure to Pay Minimum Wage)**
 Against All Defendants

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

13 34. Labor Code sections 1194 and 1197 require that employees be paid at least minimum
14 wage for every hour worked.

15 35. At all times relevant herein, Defendants were Plaintiff's employer and were required to
16 pay her minimum wage for all hours worked.

17 36. However, as set forth above, Defendants willfully and intentionally failed to pay
18 Plaintiff and their other non-exempt employees at least minimum wage for every hour worked.

19 37. Wherefore, and as a direct and proximate result of Defendants' actions, Plaintiff and
20 Defendants' other non-exempt employees have been injured as set forth above and request relief as
21 hereafter provided.

22 **THIRD CAUSE OF ACTION**
23 **VIOLATION OF LABOR CODE §§ 226.7, 512**
24 **(Failure to Furnish Meal Breaks)**
 Against All Defendants

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

1 39. Labor Code § 226.7 requires employers to provide employees meal periods as
2 mandated by Order of the Industrial Welfare Commission.

3 40. Labor Code § 512(a) and the applicable IWC Wage Order(s) provide that an
4 employer may not employ a person for a work period of more than 5 hours per day without
5 providing that employee a meal period of not less than 30 minutes, except that if the total work
6 period per day is no more than six hours, the meal period may be waived by mutual consent of both
7 the employer and employee.

8 41. The applicable Wage Order(s) and Labor Code section 226.7 further require an
9 employer who fails to provide a meal period to pay the employee one hour of pay at the
10 employee's "regular rate of compensation" for each day that a meal period is missed.

11 42. As set forth above, Defendants failed to provide Plaintiff and other non-exempt
12 employees with meal breaks as required by the Labor Code and IWC Wage Orders.

13 43. As set forth above, Defendants did not compensate Plaintiff and their other non-
14 exempt employees with premium wages for missed meal breaks as required by Labor Code section
15 226.7.

16 44. Wherefore, and as a direct and proximate result of Defendants' actions, Plaintiff and
17 Defendants' other non-exempt employees have been injured as set forth above and request relief as
18 hereafter provided.

19 **FOURTH CAUSE OF ACTION**
20 **VIOLATION OF LABOR CODE § 226.7**
21 **(Failure to Furnish Rest Breaks)**
22 **Against All Defendants**

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

26 46. Labor Code § 226.7 requires employers to provide employees rest periods as
27 mandated by Order of the Industrial Welfare Commission.
28

1 (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the
2 employee is paid, (7) the name of the employee and only the last four digits of his or her social
3 security number or an employee identification number, (8) the name and address of the legal entity
4 that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and
5 corresponding number of hours worked at each hourly rate by the employee and, if the employer is
6 a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary
7 services assignment.”

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

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

25 55. As set forth above, Defendants intentionally and willfully failed to furnish accurate
26 itemized wage statements which complied with Labor Code section 226.
27
28

1 56. Wherefore, and as a direct and proximate result of Defendants' actions, Plaintiff and
2 Defendants' other non-exempt employees have been injured as set forth above and request relief as
3 hereafter provided.

4 **SIXTH CAUSE OF ACTION**
5 **VIOLATION OF LABOR CODE §§ 201, *ET SEQ.***
6 **(Failure to Pay All Wages Due and Owing Upon Cessation of Employment)**
7 **Against All Defendants**

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

11 58. California Labor Code section 201 provides that if an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

13 59. California Labor Code section 202 requires an employer to pay an employee all
14 earned wages within 72 hours of the employee quitting his or her employment, or immediately at
15 the time of quitting if the employee has given 72 hours previous notice of his or her intention to
16 quit.

17 60. As set forth above, Defendants intentionally and willfully failed to pay Plaintiff and
18 its other former employees all wages earned and unpaid at termination or within seventy-two hours
19 of resignation.

20 61. Wherefore, and as a direct and proximate result of Defendants' actions, Plaintiff and
21 Defendants' other non-exempt employees have been injured as set forth above and request relief as
22 hereafter provided.

23 **SEVENTH CAUSE OF ACTION**
24 **VIOLATION OF LABOR CODE §§ 226(c) & 1198.5**
25 **(Failure to Furnish Wage Statements and Personnel Records)**
26 **Against All Defendants**

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

1 63. Labor Code § 1198.5(c) requires an employer to keep, for a minimum of three years
2 after termination of employment, a copy of each employee's personnel records.

3 64. Labor Code § 1198.5(b) requires an employer to "make the contents of those
4 personnel records available for inspection to the current or former employee, or his or her
5 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days
6 from the date the employer receives a written request, unless the current or former employee, or his
7 or her representative, and the employer agree in writing to a date beyond 30 calendar days to
8 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
9 employer's receipt of the written request. Labor Code § 1198.5(b) additionally provides "[u]pon
10 written request from a current or former employee, or his or her representative, the employer shall
11 also provide a copy of the personnel records..."

12 65. An employee is entitled to recover a seven-hundred-fifty dollar (\$750) penalty from
13 the employer for each violation of Labor Code § 1198.5(b), as well as to injunctive relief to ensure
14 compliance and reasonable attorney's fees. Labor Code §§ 1198.5(k), (l).

15 66. Notwithstanding Plaintiff's request for her personnel records (**Exhibit 2**),
16 Defendants intentionally and willfully failed to comply with the Labor Code § 1198.5 request from
17 Plaintiff.

18 67. Labor Code section 226(c) requires that an employer provide wage statements not
19 later than 21 days after requested in writing by a current or former employee.

20 68. Notwithstanding Plaintiff's request for said wages statements (**Exhibit 2**),
21 Defendants intentionally and willfully failed to comply with the Labor Code § 226(c) request from
22 Plaintiff.

23 69. Labor Code § 226(f) provides for a \$750 penalty for the failure to comply with a
24 request for wage statements.

25 70. Wherefore, and as a direct and proximate result of Defendants' actions, Plaintiff and
26 Defendants' other employees have been injured as set forth above and request relief as hereafter
27 provided.
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1 **EIGHTH CAUSE OF ACTION**
2 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200 *ET SEQ.***
3 **(Unfair Business Practices)**
4 **Against Defendants Chong, Inc. & DOES 1-10**

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

8 72. The statutory violations, as alleged above, are unfair business practices within the
9 meaning of the Unfair Competition Law (Business and Professions Code sections 17200 *et seq.*),
10 and include, but are not limited to failing to pay their non-exempt California employees overtime
11 and minimum wage, failure to furnish meal and rest breaks, and failure to pay premium wages for
12 missed meal and rest breaks.

13 73. Wherefore, Plaintiffs and Defendants' other non-exempt employees have been
14 injured as set forth above and request relief as hereafter provided.

15 **NINTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE SECTION 2698, *ET SEQ.***
17 **(Labor Code Private Attorneys General Act of 2004)**
18 **Against Defendants Chong, Inc. and DOES 1-10**

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

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

27 76. Plaintiff was employed by Defendants and the alleged violations were committed
28 against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined
by Labor Code section 2699(c). Other current and former employees are also aggrieved employees

1 in that one or more of the alleged violations were also committed against them during their time of
2 employment with Defendants.

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

8 78. Violations of Labor Code section 226(a), are penalized under Labor Code section
9 226.3 at the prescribed rate of \$250 per violation.

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

14 80. As set forth above, Defendants violated the California Labor Code by failing to
15 timely pay wages, failing to properly calculate and pay overtime, failing to pay minimum wage,
16 failing to furnish meal breaks, failing to furnish rest breaks, making unlawful deductions from
17 wages, failing to pay all wages at cessation of employment, failing to furnish accurate itemized
18 wage statements, and failing to maintain and permit inspection of employee personnel records.

19 81. Plaintiff seeks civil penalties on her behalf and on behalf of all other aggrieved
20 employees of Defendants for violations of Labor Code sections 201, 202, 221, 226(a)(1), 226(a)(2),
21 226(a)(5), 226(a)(9), 226.7, 510, 512, 1194, 1197, 1198.5 and the applicable IWC Wage Order
22 provisions.

23 82. Wherefore, Plaintiff requests relief as hereafter provided.

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TENTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
(*Tameny v. ARCO* 27 Cal.3d 167 (1980))
Against Defendants Chong, Inc. and DOES 1-10

83. 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.

84. “[W]hen an employer's discharge of an employee violates fundamental principles of public policy, the discharged employee may maintain a tort action and recover damages traditionally available in such actions.” *Tameny v. Atlantic Richfield Co.* 27 Cal.3d 167, 170 (1980).

85. Plaintiff Pryor was a 17-year employee before Chong, Inc. wrongfully terminated the employment relationship during the COVID-19 Pandemic. At the time the relationship was terminated, she was working as a registered dental assistant (“RDA”).

86. Following the shutdown orders from the Governor during the COVID-19 Pandemic, Chong, Inc., initially advised its employees to stay home. Non-preventative dentistry, such as practiced by Chong, Inc. is a high risk for COVID-19 exposure because of the aerosol generated by drilling and other techniques.

87. On or about May 7, 2020, the California Department of Health (“CDH”) issued an order regarding the safe return to the practice of dentistry. This included, among other recommendations, adherence to safety protocols including N95 masks, developing a Respiratory Protection Program, employee training, and the like.

88. In light of the CDH order, Chong, Inc. advised its employees that it was preparing to reopen once it obtained N95 Masks and an Extraoral Aerosol Suction Device (“EASD”). However, Chong, Inc., changed course and decided to reopen without N95 Masks, and even though its extraoral suction device had not arrived. This decision was made and communicated by Defendant Sonney L. Chong.

89. In early June of 2020, Plaintiff complained that it was unsafe to move forward without N95 Masks and the EASD. Chong, Inc.'s response was that the only way to get paid was to work, and that slow drilling would limit the production of aerosol. When Plaintiff again complained about not wanting to return to the unsafe environment and that "slow drilling" was not a viable solution, Defendant Sonney L. Chong, while in the course and scope of his employment for Chong, Inc. and again in his capacity of owner and managing agent, told Plaintiff her options were to show up or be terminated.

90. In so doing, Chong, Inc. wrongfully terminated Plaintiff's employment in violation of public policy as articulated in *Tameny v. Atlantic Richfield Co.* 27 Cal.3d 167 (1980).

91. As a result of Defendants' conduct, Plaintiff has suffered compensatory damages, including special and general damages, including emotional distress. These damages will be presented according to proof, and are in excess of the jurisdictional threshold of this court.

92. Defendant Chong Inc.'s, and Defendant DOES 1-10's actions towards Plaintiff were committed maliciously, fraudulently, and/or oppressively with the intent to cause harm to Plaintiff, all in violation of Civil Code § 3294, justifying an award of punitive damages against, and each of them. The actions of Defendant Chong Inc. and Defendant DOES 1-10 were performed by their officers, directors, and/or managing agents, and/or employees in an oppressive, fraudulent, and malicious manner, and were ratified by said corporate defendant(s), in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

93. Wherefore, Plaintiff seeks relief as set forth below.

ELEVENTH CAUSE OF ACTION
WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE § 6310
(Retaliation)

Against Defendants Chong, Inc. and DOES 1-10

94. 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.

1 95. Labor Code section 6310(b) provides: “Any employee who is discharged,
2 threatened with discharge, demoted, suspended, or in any other manner discriminated against in the
3 terms and conditions of employment by his or her employer because the employee has made a bona
4 fide oral or written complaint to the division, other governmental agencies having statutory
5 responsibility for or assisting the division with reference to employee safety or health, his or her
6 employer, or his or her representative, of unsafe working conditions, or work practices, in his or
7 her employment or place of employment, or has participated in an employer-employee
8 occupational health and safety committee, shall be entitled to reinstatement and reimbursement for
9 lost wages and work benefits caused by the acts of the employer. Any employer who willfully
10 refuses to rehire, promote, or otherwise restore an employee or former employee who has been
11 determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing
12 authorized by law, is guilty of a misdemeanor.”

13 96. As set forth above, Plaintiff complained to Defendant Chong, Inc. about the unsafe
14 working conditions in violation of the CDH May 7, 2020 order. Plaintiff’s complaint was bona
15 fide.

16 97. In response to Plaintiff’s bona fide safety complaint, Defendant Chong Inc.
17 retaliated against Plaintiff by terminating her employment, and then by refusing to pay her what
18 she was due in wages, as that term is defined by Labor Code section 200.

19 98. As a result of Defendants’ conduct, Plaintiff has suffered compensatory damages,
20 including special and general damages, including emotional distress. These damages will be
21 presented according to proof, and are in excess of the jurisdictional threshold of this court.

22 99. Defendant Chong Inc.’s, and Defendant DOES 1-10’s actions towards Plaintiff were
23 committed maliciously, fraudulently, and/or oppressively with the intent to cause harm to Plaintiff,
24 all in violation of Civil Code § 3294, justifying an award of punitive damages against, and each of
25 them. The actions of Defendant Chong Inc. and Defendant DOES 1-10 were performed by their
26 officers, directors, and/or managing agents, and/or employees in an oppressive, fraudulent, and
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malicious manner, and were ratified by said corporate defendant(s), in order to injure or damage Plaintiff, thereby justifying an award of punitive damages.

100. Wherefore, Plaintiff seeks relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First Through Eighth Causes of Action:

1. That this Court award penalties and liquidated damages including, but not limited to, those pursuant to Labor Code §§ 203, 226(e), 226(f), 226.7, 1194, 1194.2, and 1198.5(k) to Plaintiff;
2. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including Civil Code §§ 3287(a) and 3289(b);
3. That this Court award injunctive relief, including that available under Labor Code § 226(h), 1198.5(l) and Business and Professions Code § 17203;
4. That this Court award statutory attorneys' fees and costs, including those available under Labor Code §§ 218.5, 226(e)(1), and 1194, as well as Code of Civil Procedure § 1021.5; and
5. For such other and further relief as the Court deems just and proper.

As to the 9th Cause of Action:

1. That this Court award civil penalties pursuant to the PAGA, including, but not limited to, those available under Labor Code §§ 226.3, 256, 558, and 2699(f);
2. That this Court award statutory attorneys' fees and costs, including but not limited to those available under Labor Code §§ 226 and 2699(g);
3. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including Civil Code §§ 3287(a) and 3289(b); and
6. For such other and further relief as the Court deems just and proper.

As to the 10th and Eleventh Causes of Action:

1. For compensatory damages, both special (economic) and general (non-economic), according to proof at trial;
2. For punitive damages consistent with the federal and state law in an amount sufficient to punish and make an example of each defendant;
3. For statutory attorneys' fees and costs, including but not limited to those available under Code of Civil Procedure § 1021.5;
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including but not limited to that available under Civil Code §§ 3287(a) and 3289(b);
5. For costs of suit;
6. For such other and further relief as the Court deems just and proper.

DATED:

9/15/2020

By

MAYALL HURLEY P.C.

WILLIAM J. GORHAM III
VLADIMIR J. KOZINA
Attorneys for Plaintiff,
MICHELE PRYOR

Exhibit 1

Statement of Earnings For: Michele Pryor						Sonney L Chong Inc (OVATYX53)					
Employee #: 135		Location: 200		Period Begin: 5/26/2020		Check Date: 6/16/2020		5665 Freeport Blvd			
Clock Number:		Department: 300		Period End: 6/10/2020				Suite 2			
SSN: Y00-00-6414		Federal Filing: Married		Exemptions: 3		Additional Tax:		Sacramento, CA 95822			
Company Id: CHUTYX53		State Filing: Single or Mar		Exemptions: 3		Additional Tax:					
Voucher Id		Check Amount		Gross Pay		Net Pay		Check Message			
V57793293		\$0.00		\$483.00		\$0.00					
EARNINGS						TAXES					
*Not Included in Totals											
Description	Rate	Hours	Dollars	YTD Hours	YTD Dollars	Description	Current	YTD	Description	Current	YTD
Vacation	28.0000	51.75	315.00	41.75	1,211.00	SOC SEC EE	29.95	556.80	401(K)	0.00	235.57
Sick	28.0000	6.00	168.00	55.00	280.00	MED EE	7.00	129.86	INSURANCE	441.32	441.32
Regular	0.00	0.00	0.00	236.56	6,612.48	FEDERAL WH	0.00	226.77			
Overtime	0.00	0.00	0.00	0.00	7.58	CALIFORNIA WH	0.00	91.66			
Holiday	0.00	0.00	0.00	0.00	224.00	CALIFORNIA SOC EE	4.83	93.35			
MIDWINTER CONVENTION & EXPO <i>February 21-22, 2019</i> <i>Hi Michele -</i> <i>So weird not having you</i> <i>here !!! I enhanced your</i> <i>Sick leave a tad - 50.00</i> <i>My clock but you was paid</i> <i>in full. !!</i> <i>Sacramento District Dental Society - sds.org 916.446.1711</i>											
Total: 57.25 483.00 297.50 8,315.46						Total: 41.78 1,036.44 Total: 441.32 676.99					
CURRENT PERIOD LEAVE ACCRUAL						DISTRIBUTION OF NET PAY					
Sick: Accrued: 0.00000 Taken: 6.00000 Balance: -31.00000											

WARNING-THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Sonney L Chong Inc (OVATYX53)
5665 Freeport Blvd
Suite 2
Sacramento, CA 95822

CHECK DATE 6/16/2020	VOUCHER ID V57793293
TOTAL NET PAY *****\$0.00	

Net Pay of Zero. See Earning Statement for details.

135 100 200
Michele Pryor
2484 Shapdragon Circle
WEST SACRAMENTO, CA 95691

NOT NEGOTIABLE

SECURITY FEATURES LISTED ON BACK



Exhibit 2

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
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STEVEN A. MALCOUN
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NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

July 1, 2020

SENT VIA CERTIFIED MAIL

Sonney L. Chong DMD, Inc.
Sonney L. Chong, DMD
5655 Freeport Blvd. #2
Sacramento, CA 95822

Re: Michele Pryor

To Whom It May Concern:

This office represents Michele Pryor in connection with civil claims arising from her former employment with Sonney L. Chong, DMD, Inc. in Sacramento, CA.

Ms. Pryor hereby requests to inspect and obtain copies of the following items:

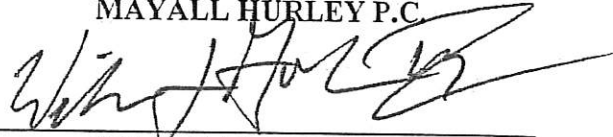
1. Ms. Pryor's itemized wage statements, pursuant to Labor Code § 226(b);
2. All documents signed by Ms. Pryor relating to the obtaining or holding of her employment, pursuant to Labor Code § 432; and
3. Ms. Pryor's personnel records, pursuant to Labor Code § 1198.5(b) and/or any applicable collective bargaining agreements.

Enclosed is a signed authorization from Ms. Pryor, designating this firm as her representative and authorizing it to obtain the items listed above on her behalf. Please direct copies of these items to me at my Stockton office at 2453 Grand Canal Blvd. If you have any questions concerning these requests, do not hesitate to contact me.

Sincerely,

MAYALL HURLEY P.C.

By



WILLIAM J. GORHAM, III

Enclosure

AUTHORIZATION OF CLIENT

I, Michele Pryor, hereby authorize my attorneys, Mayall Hurley P.C., to request and obtain on my behalf the itemized statements and personnel records requested above pursuant to Labor Code §§ 226, 247.5, 432, and 1198.5.

Dated: July 1, 2020

By Michele Pryor
MICHELE PRYOR

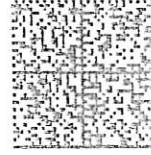
LAW OFFICES
MAYALL HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR

STOCKTON, CALIFORNIA 95207-8253



9489 0090 0027 6152 4160 61

Label 890-PB, Oct. 2015
Pitney Bowes



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Sonney L. Chong DMD, Inc.
Sonney L. Chong, DMD
5655 Freeport Blvd. #2
Sacramento, CA 95822