

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
APR 28 2021

K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

By D. Weber, Deputy Clerk

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Additional Parties Attachment form is attached.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Sara Zeidan

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **Superior Court - Contra Costa**
725 Court Street
Martinez, CA 94553

CASE NUMBER:
(Número del Caso):

C21-00822-

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Ted Mechtenberg, 1567 Spinnaker Drive, Suite 201, Ventura, CA 93001, 805.500.6878

DATE:
(Fecha)

04/28/21

Clerk, by _____, Deputy
(Secretario) D. Weber (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

SHORT TITLE:

Zeidan v. Dental Force Management, Inc., et al.

CASE NUMBER:

INSTRUCTIONS FOR USE

This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.

If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐

Plaintiff

☒

Defendant

☐

Cross-Complainant

☐

Cross-Defendant

DENTAL FORCE MANAGEMENT, INC.; PLATINUM DENTAL PARTNERS, INC.; EVANGELISTA DENTAL GROUP, INC.; EVANGELISTA DENTAL PARTNERS, INC.; EVANGELISTA DENTAL SERVICES, INC.; RICHARD C. EVANGELISTA, D.D.S., INC.; EVANGELISTA DENTAL GROUP BERKELEY, PC; EVANGELISTA DENTAL GROUP CARLSBAD, PC; EVANGELISTA DENTAL GROUP EL CAJON, PC; EVANGELISTA DENTAL GROUP FAIRFIELD, PC; EVANGELISTA DENTAL GROUP FREMONT, PC; EVANGELISTA DENTAL GROUP GREENBRAE, PC; EVANGELISTA DENTAL GROUP HILLCREST, PC; EVANGELISTA DENTAL GROUP HUNTINGTON BEACH, PC; EVANGELISTA DENTAL GROUP LA JOLLA, PC; EVANGELISTA DENTAL GROUP LA MESA, PC; EVANGELISTA DENTAL GROUP LIVERMORE II, PC; EVANGELISTA DENTAL GROUP LIVERMORE, PC; EVANGELISTA DENTAL GROUP MILPITAS, PC; EVANGELISTA DENTAL GROUP MISSION BLVD, PC; EVANGELISTA DENTAL GROUP NAPA VILLA, PC; EVANGELISTA DENTAL GROUP NAPA, PC; EVANGELISTA DENTAL GROUP OAKLAND, PC; EVANGELISTA DENTAL GROUP PACIFICA, PC; EVANGELISTA DENTAL GROUP PC, ANTIOCH; EVANGELISTA DENTAL GROUP PETALUMA, PC; EVANGELISTA DENTAL GROUP PLEASANT HILL, PC; EVANGELISTA DENTAL GROUP PLEASANTON KOLL, PC; EVANGELISTA DENTAL GROUP PLEASANTON NEW DAY, PC; EVANGELISTA DENTAL GROUP POWAY, PC; EVANGELISTA DENTAL GROUP REDWOOD CITY, PC; EVANGELISTA DENTAL GROUP SAN FRANCISCO 450 SUTTER, PC; EVANGELISTA DENTAL GROUP SAN FRANCISCO PINE, PC; EVANGELISTA DENTAL GROUP SAN JOSE, PC; EVANGELISTA DENTAL GROUP SAN MATEO, PC; EVANGELISTA DENTAL GROUP SAN RAMON C. LAKES, PC; EVANGELISTA DENTAL GROUP SANTA ROSA, PC; EVANGELISTA DENTAL GROUP STUDIO CITY, PC; EVANGELISTA DENTAL GROUP WALNUT CREEK II, PC; EVANGELISTA DENTAL GROUP WALNUT CREEK, PC; EVANGELISTA DENTAL PARTNERS SUNNYVALE PC; individual RICHARD C. EVANGELISTA; and DOES 1-100, inclusive

Page 1 of 1

Page 1 of 1

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

For your protection and privacy, please press the Clear
This Form button after you have printed the form.

Print this form

Save this form

Clear this form

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Ted Mechtenberg, SBN 219602

DAVEGA | FISHER | MECHTENBERG LLP

1567 Spinnaker Drive, Suite 201

Ventura, CA 93001

TELEPHONE NO.: 805.500.6878

FAX NO.: 877.535.9358

ATTORNEY FOR (Name): Plaintiff Sara Zeidan

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Contra Costa

STREET ADDRESS: 725 Court Street

MAILING ADDRESS:

CITY AND ZIP CODE: Martinez, CA 94553

BRANCH NAME: Wakefield Taylor

CASE NAME:

Sara Zeidan v. Dental Force Management, Inc. et al.

FOR COURT USE ONLY

FILED
APR 28 2021K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By: D. Weber, Deputy Clerk

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)
 ☐ **Limited**
(Amount
demanded is
\$25,000 or less)

Complex Case Designation

☐ **Counter**
☐ **Joinder**
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

C21-00822-

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)☐ Uninsured motorist (46)Other PI/PD/WD (Personal Injury/Property
Damage/Wrongful Death) Tort☐ Asbestos (04)☐ Product liability (24)☐ Medical malpractice (45)☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)☐ Civil rights (08)☐ Defamation (13)☐ Fraud (16)☐ Intellectual property (19)☐ Professional negligence (25)☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)☒ Other employment (15)

Contract

☐ Breach of contract/warranty (06)☐ Rule 3.740 collections (09)☐ Other collections (09)☐ Insurance coverage (18)☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse
condemnation (14)☐ Wrongful eviction (33)☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)☐ Residential (32)☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)☐ Petition re: arbitration award (11)☐ Writ of mandate (02)☐ Other judicial review (39)Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)☐ Antitrust/Trade regulation (03)☐ Construction defect (10)☐ Mass tort (40)☐ Securities litigation (28)☐ Environmental/Toxic tort (30)☐ Insurance coverage claims arising from the
above listed provisionally complex case
types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)☐ Other petition (not specified above) (43)2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:a. ☒ Large number of separately represented partiesd. ☐ Large number of witnessesb. ☐ Extensive motion practice raising difficult or novel
issues that will be time-consuming to resolvee. ☐ Coordination with related actions pending in one or more courts
in other counties, states, or countries, or in a federal courtc. ☐ Substantial amount of documentary evidencef. ☐ Substantial postjudgment judicial supervision3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 2

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 23, 2021

Ted Mechtenberg

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT - MARTINEZ
COUNTY OF CONTRA COSTA
MARTINEZ, CA 94553

ZEIDAN VS DENTAL FORCE MANAGEMENT

MSC21-00822

NOTICE OF ASSIGNMENT TO DEPARTMENT THIRTY-NINE FOR CASE
MANAGEMENT DETERMINATION

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, AND A BLANK CASE MANAGEMENT STATEMENT ARE TO BE SERVED UPON ALL OPPOSING PARTIES, ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT.

1. This matter has been assigned to Department 39, Judge E. Weil presiding, for all purposes; Department 39 is designated as the complex litigation department of the Court and as such (a) hears all cases wherein a designation of complex case has been made and (b) conducts hearings, in cases that this court determines, on a preliminary basis may be complex, to determine whether the case should remain in the complex litigation program.
2. All counsel are required to appear in Dept. 39 on 07/30/21 at 8:30 a.m.
 - (a) If the case has been designated as complex, and no counter-designation has been filed, the Court will hold its first case management conference at that time.
 - (b) If the case has been assigned to Department 39 on a preliminary basis the Court will hold a hearing to determine if the matter is, or is not, complex. If the matter is determined to be complex, the Court will then proceed with the first case management conference.
3. Each party shall file and serve a Case Management Conference Statement five (5) days before this hearing and be prepared to participate effectively in the Conference, including being thoroughly familiar with the case and able to discuss the suitability of the case for private mediation, arbitration or the use of a special master or referee.
4. Prior to the conference counsel for plaintiff shall meet and confer with counsel for each other party in an effort to precisely define the the issues in the case, discuss the possibility of early mediation, the identities of possible other parties, and their respective plans for discovery.
5. Until the time of the conference the following INTERIM ORDERS shall be in effect:
 - A. Plaintiff shall diligently proceed in locating and serving each and every defendant. It is the Court's intention that each party be served in sufficient time to have entered an appearance within the time allowed by law and to attend the first conference.
 - B. All discovery shall be stayed excepting as all parties to the action might otherwise stipulate or the Court otherwise order.
 - C. No party shall destroy any writing or other evidence in its possession or under its control which bears in any way upon the matters which are the subject of this litigation.

- D. Within the time for any party to file an answer or demurrer such party may alternatively file a notice of general appearance. In such event the time for filing of an answer or demurrer shall be extended to twenty (20) days following the first conference unless the Court shall, at that time, set a different schedule.
- E. Counsel for each party shall do a conflict check to determine whether such counsel might have a possible conflict of interest as to any present or contemplated future party.

BY ORDER OF THE COURT

A handwritten signature in blue ink, appearing to be "JCE", is written over the text "BY ORDER OF THE COURT".

Superior Court of California, County of Contra Costa

UNLIMITED JURISDICTION

Civil Actions

PACKET

What you will find in this packet:

- **Interpreter Request (MC-300e&s)**
- **Notice To Plaintiffs (CV-655a-INFO)**
- **Notice To Defendants (CV-655d-INFO)**
- **ADR Case Management Stipulation and Order (CV-655b)**
- **Case Management Statement (CM-110)**
- **Alternative Dispute Resolution (ADR) Information (CV-655c-INFO)**

You Can Get Court Forms FREE at: www.cc-courts.org/forms

Superior Court of California, County of Contra Costa

Interpreter Request

If you need an interpreter, please complete the form below and submit it to any Filing Window or courtroom.

Case Number: _____

Case Type:

- | | |
|---|---|
| ☐ Criminal | ☐ Small Claims – (\$10,000 or less) |
| ☐ Traffic | ☐ Civil - ☐ \$25,000 ☐ over \$25,000 |
| ☐ Civil Harassment | ☐ Civil – Other _____ |
| ☐ Conservatorship | ☐ Family Law |
| ☐ Proceedings to terminate parental rights | ☐ Unlawful Detainer |
| ☐ Dependent Adult Abuse | ☐ Guardianship |
| ☐ Juvenile | ☐ Elder Abuse |

Party Requesting Interpreter: _____

Is interpreter for a witness? ☐ Yes ☐ No

Phone Number(s) where party can be reached: _____

Date of Hearing: _____ Time of Hearing: _____

Department: _____ Location: ☐ Martinez ☐ Pittsburg ☐ Richmond ☐ Walnut Creek

Language Needed: ☐ Spanish ☐ Mandarin ☐ Cantonese ☐ Vietnamese

☐ Other: _____

To avoid the risk that your hearing will have to be postponed, please submit this form a minimum of one week in advance.

Current information about this program is available at our website:
www.cc-courts.org/interpreter

Superior Court of California, County of Contra Costa

NOTICE TO PLAINTIFFS

In Unlimited Jurisdiction Civil Actions

AFTER YOU FILE YOUR COURT CASE:

1. **Have the forms the clerk gives you served on all defendants in this case:**
 - a. The Complaint
 - b. The Summons
 - c. The Notice of Case Management Conference (shows hearing date and time)
 - d. The Notice to Defendants (Local Court Form CV-655d-INFO)
 - e. Blank: Case Management Statement (Judicial Council Form CM-110)
 - f. Blank: Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days (Local Court Form CV-655b)
 - g. Alternative Dispute Resolution (ADR) Information (Local Court Form CV-655c-INFO)
2. Within 60 days of the date you filed the complaint **you must prove that the forms have been served on (delivered to) the defendants correctly** by filing the **Proof of Service** form (POS-010) (completed by the person who did the service) with the court.
3. **Go to the case management conference on the date indicated on The Notice of Case Management Conference.**
4. **Consider using mediation, arbitration, or neutral case evaluation (ADR) to resolve the dispute.** All parties must answer questions about ADR on the *Case Management Statement* form. For more information, see the enclosed ADR information, visit www.cc-courts.org/adr, or email adrweb@contracosta.courts.ca.gov
5. **You may delay the first case management conference while you try to resolve the dispute in ADR.** If all parties agree to use ADR, complete and file the **Stipulation and Order to Attend ADR and Continue First Case Management Conference 90 Days** form to tell the court you want to use this option.

All civil actions (*except juvenile, probate, family, unlawful detainer, extraordinary writ, and asset forfeiture*¹) and personal injury cases where a party is claiming damages² must meet the Civil Trial Delay Reduction time limits for filing documents and moving their cases forward. These time limits are listed in California Rule of Court 3.110 and Local Court Rules; Title Three. If parties miss these deadlines, a judge might issue an order (*Order to Show Cause*) for them to explain in court why they should not have to pay a fine or have their case dismissed.

VIEW LOCAL COURT RULES AT: (WWW.CC-COURTS.ORG/RULES)

¹ *Health and Safety Code §11470 et seq.*

² *Including claims for emotional distress and/or wrongful death.*

Superior Court of California, County of Contra Costa

NOTICE TO DEFENDANTS
In Unlimited Jurisdiction Civil Actions

YOU ARE BEING SUED. The packet you have been served should contain:

- a. The Summons
- b. The Complaint
- c. The Notice of Case Management (shows hearing date and time)
- d. Blank: Case Management Statement (Judicial Council Form CM-110)
- e. Blank: Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days (Local Court Form CV-655b)
- f. Alternative Dispute Resolution (ADR) Information (Local Court Form CV-655c-INFO)

 WHAT DO I DO NOW?

You must:

1. **Prepare your response** YOU COULD LOSE YOUR CASE—even before it is heard by a judge or before you can defend yourself, if you do not prepare and file a response on time. See the other side of this page for types of responses you can prepare.
2. **Complete the *Case Management Statement* (CM-110)**
3. **File and serve your court papers on time** Once your court forms are complete, you must file 1 original and 2 copies of the forms at court. An adult who is NOT involved in your case must serve one set of forms on the Plaintiff. If you were served in person you must file your response in 30 days. If the server left a copy of the papers with an adult living at your home or an adult in charge at your work or you received a copy by mail you must file your response in 40 days.
4. **Prove you served your court papers on time** by having your server complete a *Proof of Service*, (Judicial Council form POS-040), that must be filed at the court within 60 days.
5. **Go to court** on the date and time given in the *Notice of Case Management Conference*.
6. **Consider trying to settle your case before trial** If you and the other party to the case can agree to use mediation, arbitration or neutral case evaluation, the *Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days* can be filed with your other papers. For more information read the enclosed ADR information, visit www.cc-courts.org/adr, or email adrweb@contracosta.courts.ca.gov.

IMPORTANT! The court recommends consulting an attorney for all or part of your case. While you may represent yourself, lawsuits can be complicated, and the court cannot give you legal advice.

COURT FEES: You must pay court fees the first time you file your papers. If you also file a motion, you must pay another fee. If you cannot afford the fees, you may ask the court to waive (allow you not to pay) fees. Use Judicial Council forms FW-001-INFO [information sheet]; FW-001 [application]; and FW-003 [order].

COURT FORMS: Buy forms at the Law Library (1020 Ward Street, Martinez, CA) or download them for free at: www.courtinfo.ca.gov/forms/

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA**

Plaintiff(s) / Cross Plaintiff(s)

vs.

ADR Case Management Stipulation and Order
(Unlimited Jurisdiction Civil Cases)

Defendant(s) / Cross Defendant(s)

CASE NO: _____

- ▶ ALL PARTIES STIPULATING TO ADR AND DELAYING THEIR CASE MANAGEMENT CONFERENCE 90 DAYS MUST **SUBMIT THE ORDER FOR THE JUDGE'S SIGNATURE AND FILE THIS FORM AT LEAST 15 DAYS BEFORE THEIR CASE MANAGEMENT CONFERENCE.** (NOT AVAILABLE IN COMPLEX LITIGATION CASES.)
- ▶ PARTIES MUST ALSO **SEND A COPY OF THIS FILED STIPULATION AND ORDER TO THE ADR OFFICE:**
EMAIL adrweb@contracosta.courts.ca.gov FAX: (925) 608-2109 MAIL: P.O. BOX 911, MARTINEZ, CA 94553

Counsel and all parties agree to delay their case management conference 90 days to attend ADR and complete pre-ADR discovery as follows:

1. Selection and scheduling for Alternative Dispute Resolution (ADR):

- a. The parties have agreed to ADR as follows:
 - i. ☐ Mediation (☐ Court-connected ☐ Private)
 - ii. ☐ Arbitration (☐ Judicial Arbitration (non-binding) ☐ Private (non-binding) ☐ Private (binding))
 - iii. ☐ Neutral case evaluation
- b. The ADR neutral shall be selected by (date): _____ (no more than 14 days after filing this form)
- c. ADR shall be completed by (date): _____ (no more than 90 days after filing this form)

2. The parties will complete the following discovery plan:

- a. ☐ Written discovery: (☐ Additional page(s) attached)
 - i. ☐ Interrogatories to:
 - ii. ☐ Request for Production of Documents to:
 - iii. ☐ Request for Admissions to:
 - iv. ☐ Independent Medical Evaluation of:
 - v. ☐ Other:
- b. ☐ Deposition of the following parties or witnesses: (☐ Additional page(s) attached)
 - i. _____
 - ii. _____
 - iii. _____
- c. ☐ No Pre-ADR discovery needed

3. The parties also agree: _____

- 4. Counsel and self-represented parties represent they are familiar with and will fully comply with all local court rules related to ADR as provided in Title Three; Chapter 5, will pay the fees associated with these services, and understand that if they do not, without good cause, comply with this stipulation and all relevant local court rules, they may be subject to sanctions.**

Counsel for Plaintiff (print) _____	Fax _____
Signature _____	
Counsel for Plaintiff (print) _____	Fax _____
Signature _____	

Counsel for Defendant (print) _____	Fax _____
Signature _____	
Counsel for Defendant (print) _____	Fax _____
Signature _____	

Pursuant to the Stipulation of the parties, and subject to the *Case Management Order* to be filed, **IT IS SO ORDERED** that the Case Management Conference set for _____ is vacated and rescheduled for _____ at (8:30 a.m. / _____) **Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.**

Dated: _____

Judge of the Superior Court

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
CASE MANAGEMENT STATEMENT (Check one): ☐ UNLIMITED CASE (Amount demanded exceeds \$25,000) ☐ LIMITED CASE (Amount demanded is \$25,000 or less)	
CASE NUMBER:	
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court (if different from the address above): _____ ☐ Notice of Intent to Appear by Telephone, by (name): _____	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties** (answer one):
 - a. ☐ This statement is submitted by party (name):
 - b. ☐ This statement is submitted **jointly** by parties (names):

2. **Complaint and cross-complaint** (to be answered by plaintiffs and cross-complainants only)
 - a. The complaint was filed on (date):
 - b. ☐ The cross-complaint, if any, was filed on (date):

3. **Service** (to be answered by plaintiffs and cross-complainants only)
 - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. ☐ The following parties named in the complaint or cross-complaint
 - (1) ☐ have not been served (specify names and explain why not):
 - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
 - (3) ☐ have had a default entered against them (specify names):
 - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):

4. **Description of case**
 - a. Type of case in ☐ complaint ☐ cross-complaint (Describe, including causes of action):

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes (<i>check all that apply</i>):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (<i>attach a copy of the parties' ADR stipulation</i>):
(1) Mediation	☐	☐ Mediation session not yet scheduled ☐ Mediation session scheduled for (date): ☐ Agreed to complete mediation by (date): ☐ Mediation completed on (date):
(2) Settlement conference	☐	☐ Settlement conference not yet scheduled ☐ Settlement conference scheduled for (date): ☐ Agreed to complete settlement conference by (date): ☐ Settlement conference completed on (date):
(3) Neutral evaluation	☐	☐ Neutral evaluation not yet scheduled ☐ Neutral evaluation scheduled for (date): ☐ Agreed to complete neutral evaluation by (date): ☐ Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	☐	☐ Judicial arbitration not yet scheduled ☐ Judicial arbitration scheduled for (date): ☐ Agreed to complete judicial arbitration by (date): ☐ Judicial arbitration completed on (date):
(5) Binding private arbitration	☐	☐ Private arbitration not yet scheduled ☐ Private arbitration scheduled for (date): ☐ Agreed to complete private arbitration by (date): ☐ Private arbitration completed on (date):
(6) Other (<i>specify</i>):	☐	☐ ADR session not yet scheduled ☐ ADR session scheduled for (date): ☐ Agreed to complete ADR session by (date): ☐ ADR completed on (date):

PLAINTIFF/PETITIONER: _____	CASE NUMBER: _____
DEFENDANT/RESPONDENT: _____	

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

18. Other issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.



CONTRA COSTA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

All judges in the Civil Trial Delay Reduction Program agree that parties should consider using Alternative Dispute Resolution (ADR) to settle their cases. To tell the court you will use ADR:

- Choose ADR on the *Case Management Form (CM-110)*;
- File a *Stipulation and Order to Attend ADR and Continue First Case Management Conference 90-Days* (local court form); or
- Agree to ADR at your first court appearance.

Questions? Email adrweb@contracosta.courts.ca.gov or call (925) 608-2075

MEDIATION

Mediation is often faster and less expensive than going to trial. Mediators help people who have a dispute talk about ways they can settle their case. Parties email, fax or visit the ADR Programs office to get a list of mediators. After parties have agreed on a mediator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the mediator at least 5 court days before mediation starts.

ALL parties and attorneys must go to mediation. Mediation can be held whenever and wherever the parties and the mediator want, as long as they finish before the court deadline. In some kinds of court cases, parties have the chance to mediate in the courthouse on their trial day.

Most mediators begin by talking with the parties together, helping them focus on the important issues. The mediator may also meet with each party alone. Mediators often ask parties for their ideas about how to settle the case. Some mediators tell the parties how much money they think a case is worth, or tell them what they think might happen if the case went to trial. Other mediators help the parties decide these things for themselves. No matter what approach a mediator takes, decisions about settling a case can only be made when all the parties agree.

If the parties go through the court ADR program, mediators do not charge fees for the first half hour spent scheduling or preparing for mediation. They also do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediators regular fees. Some mediators ask for a deposit before mediation starts. Mediators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the mediation. A party whose court fees have been waived (cancelled) may ask if their mediation fees or deposit can be waived.

If parties agree about how they will settle their case, they can choose to keep it private, write it up as a contract, or ask the judge to make it a court order. What parties say and agree to in mediation is confidential (private).

PRIVATE MEDIATION

Private mediation works in the same way as judicial mediation, but the parties do not go through the ADR Programs office. Parties choose a mediator on their own, and pay the mediator's normal fees.

TEMPORARY JUDGE

Some parties want a trial, but want to choose who will decide the case and when the trial will take place. Parties can agree on an attorney that they want the court to appoint as a temporary judge for their case. (See Article 6, Section 21 of the State Constitution and Rule 2.830 of the California Rules of Court.) Temporary judges have nearly the same authority as a superior court judge to conduct a trial and make decisions. As long as the parties meet the court deadline, they can schedule the trial at their own and the temporary judge's convenience.

Each of the temporary judges on the court's panel has agreed to serve at no charge for up to 5 court days. If the parties need more time, they must pay that person's regular fees. All parties and their lawyers must attend the trial, and provide a copy of all briefs or other court documents to the temporary judge at least two weeks before the trial. These trials are similar to other civil trials, but are usually held outside the court. The temporary judge's decision can be appealed to the superior court. There is no option for a jury trial. The parties must provide their own court reporter.

SPECIAL MASTER

A special master is a private lawyer, retired judge, or other expert appointed by the court to help make day-to-day decisions in a court case. The special master's role can vary, but often includes making decisions that help the discovery (information exchange) process go more smoothly. He or she can make decisions about the facts in the case. Special masters can be especially helpful in complex cases. The trial judge defines what the special master can and cannot do in a court order.

Special masters often issue both interim recommendations and a final report to the parties and the court. If a party objects to what the special master decides or reports to the court, that party can ask the judge to review the matter. In general, the parties choose (by stipulation) whom they want the court to appoint as the special master, but there are times (see California Code of Civil Procedure Section 639), when the court may appoint a special master or referee without the parties' agreement. The parties are responsible to pay the special master's regular fees.

COMMUNITY MEDIATION SERVICES

Mediation Services are available through non-profit community organizations. These low-cost services are provided by trained volunteer mediators. For more information about these programs contact the ADR Program at adrweb@contracosta.courts.ca.gov

Matthew S. Da Vega, SBN 195443
Ted Mechtenberg, SBN 219602
DA VEGA | FISHER | MECHTENBERG LLP
1567 Spinnaker Dr., Suite 201
Ventura, CA 93001
Telephone: 805.500.6878
Facsimile: 877.535.9358
ted@mdmflaw.com

PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT 39 FOR ALL
PURPOSES.

FILED
APR 28 2021

K. BIEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By D. Weber, Deputy Clerk

Attorneys for Plaintiff Sara Zeidan

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA**

SARA ZEIDAN,

Plaintiff,

vs.

DENTAL FORCE MANAGEMENT, INC.;
PLATINUM DENTAL PARTNERS, INC.;
EVANGELISTA DENTAL GROUP, INC.;
EVANGELISTA DENTAL PARTNERS,
INC.; EVANGELISTA DENTAL
SERVICES, INC.; RICHARD C.
EVANGELISTA, D.D.S., INC.;
EVANGELISTA DENTAL GROUP
BERKELEY, PC; EVANGELISTA
DENTAL GROUP CARLSBAD, PC;
EVANGELISTA DENTAL GROUP EL
CAJON, PC; EVANGELISTA DENTAL
GROUP FAIRFIELD, PC;
EVANGELISTA DENTAL GROUP
FREMONT, PC; EVANGELISTA
DENTAL GROUP GREENBRAE, PC;
EVANGELISTA DENTAL GROUP
HILLCREST, PC; EVANGELISTA
DENTAL GROUP HUNTINGTON
BEACH, PC; EVANGELISTA DENTAL
GROUP LA JOLLA, PC; EVANGELISTA
DENTAL GROUP LA MESA, PC;
EVANGELISTA DENTAL GROUP
LIVERMORE II, PC; EVANGELISTA
DENTAL GROUP LIVERMORE, PC;

Case No.

C21-00822 -

COMPLAINT FOR:

- (1) VIOLATION OF PRIVATE ATTORNEY
GENERAL ACT OF 2004
("PAGA")(LAB. CODE § 2698, *et seq.*);
- (2) UNLAWFUL AND/OR UNFAIR
BUSINESS PRACTICES (CAL. BUS. &
PROF. CODE §§ 17200, *et seq.*)("UCL")

DEMAND FOR JURY TRIAL

1 EVANGELISTA DENTAL GROUP
2 MILPITAS, PC; EVANGELISTA
3 DENTAL GROUP MISSION BLVD, PC;
4 EVANGELISTA DENTAL GROUP NAPA
5 VILLA, PC; EVANGELISTA DENTAL
6 GROUP NAPA, PC; EVANGELISTA
7 DENTAL GROUP OAKLAND, PC;
8 EVANGELISTA DENTAL GROUP
9 PACIFICA, PC; EVANGELISTA
10 DENTAL GROUP PC, ANTIOCH;
11 EVANGELISTA DENTAL GROUP
12 PETALUMA, PC; EVANGELISTA
13 DENTAL GROUP PLEASANT HILL, PC;
14 EVANGELISTA DENTAL GROUP
15 PLEASANTON KOLL, PC;
16 EVANGELISTA DENTAL GROUP
17 PLEASANTON NEW DAY, PC;
18 EVANGELISTA DENTAL GROUP
19 POWAY, PC; EVANGELISTA DENTAL
20 GROUP REDWOOD CITY, PC;
21 EVANGELISTA DENTAL GROUP SAN
22 FRANCISCO 450 SUTTER, PC;
23 EVANGELISTA DENTAL GROUP SAN
24 FRANCISCO PINE, PC; EVANGELISTA
25 DENTAL GROUP SAN JOSE, PC;
26 EVANGELISTA DENTAL GROUP SAN
27 MATEO, PC; EVANGELISTA DENTAL
28 GROUP SAN RAMON C. LAKES, PC;
EVANGELISTA DENTAL GROUP
SANTA ROSA, PC; EVANGELISTA
DENTAL GROUP STUDIO CITY, PC;
EVANGELISTA DENTAL GROUP
WALNUT CREEK II, PC;
EVANGELISTA DENTAL GROUP
WALNUT CREEK, PC; EVANGELISTA
DENTAL PARTNERS SUNNYVALE PC;
individual RICHARD C. EVANGELISTA;
and DOES 1-100, inclusive,

Defendants.

1 Plaintiff Sara Zeidan bring this action on behalf of herself (“Plaintiff” or “Zeidan”), and as
2 a representative action, and on information and belief alleges against Defendants, DENTAL
3 FORCE MANAGEMENT, INC.; PLATINUM DENTAL PARTNERS, INC.; EVANGELISTA
4 DENTAL GROUP, INC.; EVANGELISTA DENTAL PARTNERS, INC.; EVANGELISTA
5 DENTAL SERVICES, INC.; RICHARD C. EVANGELISTA D.D.S., INC.; EVANGELISTA
6 DENTAL GROUP BERKELEY, PC; EVANGELISTA DENTAL GROUP CARLSBAD, PC;
7 EVANGELISTA DENTAL GROUP EL CAJON, PC; EVANGELISTA DENTAL GROUP
8 FAIRFIELD, PC; EVANGELISTA DENTAL GROUP FREMONT, PC; EVANGELISTA
9 DENTAL GROUP GREENBRAE, PC; EVANGELISTA DENTAL GROUP HILLCREST, PC;
10 EVANGELISTA DENTAL GROUP HUNTINGTON BEACH, PC; EVANGELISTA DENTAL
11 GROUP LA JOLLA, PC; EVANGELISTA DENTAL GROUP LA MESA, PC; EVANGELISTA
12 DENTAL GROUP LIVERMORE II, PC; EVANGELISTA DENTAL GROUP LIVERMORE,
13 PC; EVANGELISTA DENTAL GROUP MILPITAS, PC; EVANGELISTA DENTAL GROUP
14 MISSION BLVD, PC; EVANGELISTA DENTAL GROUP NAPA VILLA, PC;
15 EVANGELISTA DENTAL GROUP NAPA, PC; EVANGELISTA DENTAL GROUP
16 OAKLAND, PC; EVANGELISTA DENTAL GROUP PACIFICA, PC; EVANGELISTA
17 DENTAL GROUP PC, ANTIOCH; EVANGELISTA DENTAL GROUP PETALUMA, PC;
18 EVANGELISTA DENTAL GROUP PLEASANT HILL, PC; EVANGELISTA DENTAL
19 GROUP PLEASANTON KOLL, PC; EVANGELISTA DENTAL GROUP PLEASANTON
20 NEW DAY, PC; EVANGELISTA DENTAL GROUP POWAY, PC; EVANGELISTA DENTAL
21 GROUP REDWOOD CITY, PC; EVANGELISTA DENTAL GROUP SAN FRANCISCO 450
22 SUTTER, PC; EVANGELISTA DENTAL GROUP SAN FRANCISCO PINE, PC;
23 EVANGELISTA DENTAL GROUP SAN JOSE, PC; EVANGELISTA DENTAL GROUP SAN
24 MATEO, PC; EVANGELISTA DENTAL GROUP SAN RAMON C. LAKES, PC;
25 EVANGELISTA DENTAL GROUP SANTA ROSA, PC; EVANGELISTA DENTAL GROUP
26 STUDIO CITY, PC; EVANGELISTA DENTAL GROUP WALNUT CREEK II, PC;
27 EVANGELISTA DENTAL GROUP WALNUT CREEK, PC; EVANGELISTA DENTAL
28 PARTNERS SUNNYVALE PC; individual RICHARD C. EVANGELISTA (“Dr. Evangelista”);

1 and Does 1-100 (collectively “Defendants”) the following:

2 **NATURE OF THE CASE**

3 1. This case is brought as an individual action and as a representative action to
4 address Defendants’ violations of various California Labor Code sections and Unfair Competition
5 Law (“UCL”). This case also seeks the recovery of penalties under the California Labor Code
6 Private Attorney General Act of 2004 (“PAGA”), Cal. Labor Code § 2698, *et. seq.*

7 2. Plaintiff is a dentist who worked at one of Defendants’ dental clinics in Sunnyvale,
8 CA, from December 10, 2018 until approximately December 31, 2020, and intentionally
9 misclassified by Defendant as an “Independent Contractor”.

10 3. Plaintiff alleges the Defendants have for years engaged in a system of willful
11 violations of the California Labor Code by labeling dentist employees as “Independent
12 Contractors” when they are in fact employees.

13 4. Defendants acted intentionally and with deliberate indifference and conscious
14 disregard for the rights of Plaintiff, and other dentist employees, by intentionally misclassifying
15 their dentists as “Independent Contractors”, when in fact they were Defendants’ employees.
16 Defendants’ misclassification of Plaintiff and the other dentists violated Labor Code § 226.8 (“(a)
17 It is unlawful for any person or employer to engage in any of the following activities: (1) Willful
18 misclassification of an individual as an independent contractor ...”) and/or § 2753 (“(a) A
19 person who, for money or other valuable consideration, knowingly advises an employer to treat
20 an individual as an independent contractor to avoid employee status for that individual shall be
21 jointly and severally liable with the employer if the individual is found not to be an independent
22 contractor.”) In misclassifying Plaintiff and the other dentists, Defendants have denied them the
23 benefits and protections of California law.

24 5. California Labor Code §§ 2699 *et seq.*, the “Labor Code Private Attorneys
25 Generals Act” (“PAGA”), authorizes aggrieved employees, such as Plaintiff, to sue directly for
26 various civil penalties under the California Labor Code.

27 6. On **January 29, 2021**, Plaintiff provided written notice (“PAGA Notice”) and a
28 draft copy of this Complaint by certified mail and electronic filing to the California Labor and

1 Workforce Development Agency (“LWDA”), via the LWDA website, and to Defendants of the
2 specific provisions of the California Labor Code alleged to have been violated, including the facts
3 and theories to support the alleged violations, pursuant to California Labor Code §2699.3.

4 7. A true and correct copy of the **PAGA Notice** showing compliance with Labor
5 Code §2699.3 is attached hereto as **Exhibit A**. No notice of cure by Defendants was provided and
6 the LWDA has not provided Plaintiff with notice that it intends to investigate this violation,
7 although more than 65 days has elapsed (as of **April 5, 2021**) since the postmark date of
8 Plaintiff’s notice.

9 8. The policies, practices and customs of Defendants described herein have also
10 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
11 routinely adhere to the strictures of the California Labor Code, and thus violates the UCL. Section
12 17200 of the Business and Professions Code prohibits unfair competition by prohibiting unlawful,
13 unfair, or fraudulent business practices or acts. Defendants’ failure to adopt policies in
14 accordance and/or adherence with these laws, all of which are binding upon and burdensome to
15 Defendants’ competitors, engenders an unfair competitive advantage for Defendants, thereby
16 constituting an unfair business practice, as set forth in California Business and Professions Code
17 §§ 17200, *et seq.*

18 **JURISDICTION AND VENUE**

19 9. **Jurisdiction:** This Court has jurisdiction over this matter pursuant to the laws of
20 the State of California including Code of Civil Procedure § 410.10. Defendants own and/or lease
21 property in Contra Costa County. Defendant’s headquarters are located in San Ramon, California
22 in Contra Costa County. Defendants regularly do business in Contra Costa County. Defendants
23 employed and/or employ approximately 60 (sixty) Dentists within Contra Costa County and have
24 obtained the benefits of the laws of the State of California and the California labor market. This
25 Court has jurisdiction over Plaintiff’s claims for violating PAGA due to Defendants’ intentional
26 misclassification of its Dentists as independent contractors; and for injunctive relief and
27 restitution of ill-gotten benefits arising from Defendants’ unlawful business practices.
28

10. **Venue:** Venue is proper in this county pursuant to California Code of Civil Procedure §§395(a) and/or 395.5. Defendants are California Corporations and transact business and may be found within Contra Costa County. The unlawful acts, as well as the course of conduct alleged herein, occurred in Contra Costa County. Defendants maintain offices, transact business, have agents, and employ numerous employees in Contra Costa County, and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have had a direct effect on Plaintiff and those similarly situated within the State of California and within Contra Costa County.

THE PARTIES

11. **Plaintiff Sara Zeidan (“Zeidan”)** – Zeidan is a single adult female residing in Sunnyvale, California. Plaintiff graduated San Francisco State University with a degree in microbiology and a minor in chemistry. She received her Doctor of Dental Surgery from New York University dental school. From approximately December 10, 2018 to December 31, 2020 Defendants employed Plaintiff as a Dentist and labeled her/misclassified her as an “Independent Contractor.” Defendants also misclassified her, and other Dentists, as “Independent Contractors” despite controlling almost every aspect of their work (i.e. rate of pay, hours, work, providing training, instructions, tools and supplies, etc.).

12. **Defendant Dental Force Management, Inc. (“Dental Force”)** – At all relevant times, Defendant Dental Force was and is a corporation organized under the laws of California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and was acting within the course and scope of that relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this Complaint have been occurring for over on year prior to providing the PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant is, and at all relevant times has been, an employer subject to the California Labor Code.

1 13. **Platinum Dental Partners, Inc.** – At all relevant times, Defendant Platinum
2 Dental Partners, Inc. was and is a corporation organized under the laws of California with its
3 principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant
4 is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of
5 the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and
6 was acting within the course and scope of that relationship. Defendant has employed and
7 currently employs dentist(s) intentionally mislabeled by Defendants as “Independent
8 Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this
9 Complaint have been occurring for over on year prior to providing the PAGA Notice identified
10 herein, and are currently applied by Defendants in California. Defendant is, and at all relevant
11 times has been, an employer subject to the California Labor Code.

12 14. **Evangelista Dental Group, Inc.** – At all relevant times, Defendant Evangelista
13 Dental Group, Inc. was and is a corporation organized under the laws of California with its
14 principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant
15 is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of
16 the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and
17 was acting within the course and scope of that relationship. Defendant has employed and
18 currently employs dentist(s) intentionally mislabeled by Defendants as “Independent
19 Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this
20 Complaint have been occurring for over on year prior to providing the PAGA Notice identified
21 herein, and are currently applied by Defendants in California. Defendant is, and at all relevant
22 times has been, an employer subject to the California Labor Code.

23 15. **Evangelista Dental Partners, Inc.** – At all relevant times, Defendant Evangelista
24 Dental Partners, Inc. was and is a corporation organized under the laws of California with its
25 principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant
26 is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of
27 the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and
28 was acting within the course and scope of that relationship. Defendant has employed and

1 currently employs dentist(s) intentionally mislabeled by Defendants as “Independent
2 Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this
3 Complaint have been occurring for over on year prior to providing the PAGA Notice identified
4 herein, and are currently applied by Defendants in California. Defendant is, and at all relevant
5 times has been, an employer subject to the California Labor Code.

6 16. **Evangelista Dental Services, Inc.** – At all relevant times, Defendant Evangelista
7 Dental Services, Inc. was and is a corporation organized under the laws of California with its
8 principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant
9 is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of
10 the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and
11 was acting within the course and scope of that relationship. Defendant has employed and
12 currently employs dentist(s) intentionally mislabeled by Defendants as “Independent
13 Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this
14 Complaint have been occurring for over on year prior to providing the PAGA Notice identified
15 herein, and are currently applied by Defendants in California. Defendant is, and at all relevant
16 times has been, an employer subject to the California Labor Code.

17 17. **Richard C. Evangelista D.D.S., Inc.** – At all relevant times, Defendant Richard
18 C. Evangelista D.D.S., Inc. was and is a corporation organized under the laws of California with
19 its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583.
20 Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant
21 is part of the Defendant Dr. Evangelista dental practice and joint venture of the remaining
22 Defendants and was acting within the course and scope of that relationship. Defendant has
23 employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 18. **Evangelista Dental Group Berkeley, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Berkeley, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 19. **Evangelista Dental Group Carlsbad, PC** – At all relevant times, Defendant
13 Evangelista Dental Group Carlsbad, PC was and is a corporation organized under the laws of
14 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
15 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
16 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
17 remaining Defendants and was acting within the course and scope of that relationship. Defendant
18 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
19 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
20 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
21 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
22 relevant times has been, an employer subject to the California Labor Code.

23 20. **Evangelista Dental Group El Cajon, PC** – At all relevant times, Defendant
24 Evangelista Dental Group El Cajon, PC was and is a corporation organized under the laws of
25 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
26 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
27 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
28 remaining Defendants and was acting within the course and scope of that relationship. Defendant

1 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
2 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
3 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
4 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
5 relevant times has been, an employer subject to the California Labor Code.

6 21. **Evangelista Dental Group Fairfield, PC** – At all relevant times, Defendant
7 Evangelista Dental Group Fairfield, PC was and is a corporation organized under the laws of
8 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
9 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
10 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
11 remaining Defendants and was acting within the course and scope of that relationship. Defendant
12 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
13 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
14 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
15 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
16 relevant times has been, an employer subject to the California Labor Code.

17 22. **Evangelista Dental Group Fremont, PC** – At all relevant times, Defendant
18 Evangelista Dental Group Fremont, PC was and is a corporation organized under the laws of
19 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
20 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
21 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
22 remaining Defendants and was acting within the course and scope of that relationship. Defendant
23 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 23. **Evangelista Dental Group Greenbrae, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Greenbrae, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 24. **Evangelista Dental Group Hillcrest, PC** – At all relevant times, Defendant
13 Evangelista Dental Group Hillcrest, PC was and is a corporation organized under the laws of
14 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
15 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
16 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
17 remaining Defendants and was acting within the course and scope of that relationship. Defendant
18 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
19 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
20 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
21 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
22 relevant times has been, an employer subject to the California Labor Code.

23 25. **Evangelista Dental Group Huntington Beach, PC** – At all relevant times,
24 Defendant Evangelista Dental Group Huntington Beach, PC was and is a corporation organized
25 under the laws of California with its principal place of business at 2633 Camino Ramon, Suite
26 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual
27 Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice
28 and joint venture of the remaining Defendants and was acting within the course and scope of that

1 relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled
2 by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that
3 are complained of in this Complaint have been occurring for over on year prior to providing the
4 PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant
5 is, and at all relevant times has been, an employer subject to the California Labor Code.

6 **26. Evangelista Dental Group La Jolla, PC** – At all relevant times, Defendant
7 Evangelista Dental Group La Jolla, PC was and is a corporation organized under the laws of
8 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
9 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
10 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
11 remaining Defendants and was acting within the course and scope of that relationship. Defendant
12 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
13 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
14 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
15 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
16 relevant times has been, an employer subject to the California Labor Code.

17 **27. Evangelista Dental Group La Mesa, PC** – At all relevant times, Defendant
18 Evangelista Dental Group La Mesa, PC was and is a corporation organized under the laws of
19 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
20 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
21 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
22 remaining Defendants and was acting within the course and scope of that relationship. Defendant
23 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 28. **Evangelista Dental Group Livermore II, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Livermore II, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 29. **Evangelista Dental Group Livermore, PC** – At all relevant times, Defendant
13 Evangelista Dental Group Livermore, PC was and is a corporation organized under the laws of
14 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
15 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
16 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
17 remaining Defendants and was acting within the course and scope of that relationship. Defendant
18 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
19 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
20 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
21 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
22 relevant times has been, an employer subject to the California Labor Code.

23 30. **Evangelista Dental Group Milpitas, PC** – At all relevant times, Defendant
24 Evangelista Dental Group Milpitas, PC was and is a corporation organized under the laws of
25 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
26 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
27 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
28 remaining Defendants and was acting within the course and scope of that relationship. Defendant

1 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
2 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
3 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
4 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
5 relevant times has been, an employer subject to the California Labor Code.

6 **31. Evangelista Dental Group Mission Blvd, PC** – At all relevant times, Defendant
7 Evangelista Dental Group Mission Blvd, PC was and is a corporation organized under the laws of
8 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
9 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
10 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
11 remaining Defendants and was acting within the course and scope of that relationship. Defendant
12 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
13 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
14 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
15 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
16 relevant times has been, an employer subject to the California Labor Code.

17 **32. Evangelista Dental Group Napa Villa, PC** – At all relevant times, Defendant
18 Evangelista Dental Group Napa Villa, PC was and is a corporation organized under the laws of
19 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
20 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
21 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
22 remaining Defendants and was acting within the course and scope of that relationship. Defendant
23 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 33. **Evangelista Dental Group Napa, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Napa, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 34. **Evangelista Dental Group Oakland, PC** – At all relevant times, Defendant
13 Evangelista Dental Group Oakland, PC was and is a corporation organized under the laws of
14 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
15 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
16 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
17 remaining Defendants and was acting within the course and scope of that relationship. Defendant
18 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
19 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
20 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
21 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
22 relevant times has been, an employer subject to the California Labor Code.

23 35. **Evangelista Dental Group Pacifica, PC** – At all relevant times, Defendant
24 Evangelista Dental Group Pacifica, PC was and is a corporation organized under the laws of
25 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
26 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
27 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
28 remaining Defendants and was acting within the course and scope of that relationship. Defendant

1 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
2 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
3 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
4 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
5 relevant times has been, an employer subject to the California Labor Code.

6 **36. Evangelista Dental Group PC, Antioch** – At all relevant times, Defendant
7 Evangelista Dental Group PC, Antioch was and is a corporation organized under the laws of
8 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
9 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
10 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
11 remaining Defendants and was acting within the course and scope of that relationship. Defendant
12 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
13 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
14 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
15 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
16 relevant times has been, an employer subject to the California Labor Code.

17 **37. Evangelista Dental Group Petaluma, PC** – At all relevant times, Defendant
18 Evangelista Dental Group Petaluma, PC was and is a corporation organized under the laws of
19 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
20 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
21 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
22 remaining Defendants and was acting within the course and scope of that relationship. Defendant
23 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 38. **Evangelista Dental Group Pleasant Hill, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Pleasant Hill, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 39. **Evangelista Dental Group Pleasanton Knoll, PC** – At all relevant times,
13 Defendant Evangelista Dental Group Pleasanton Knoll, PC was and is a corporation organized
14 under the laws of California with its principal place of business at 2633 Camino Ramon, Suite
15 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual
16 Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice
17 and joint venture of the remaining Defendants and was acting within the course and scope of that
18 relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled
19 by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that
20 are complained of in this Complaint have been occurring for over on year prior to providing the
21 PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant
22 is, and at all relevant times has been, an employer subject to the California Labor Code.

23 40. **Evangelista Dental Group Pleasanton New Day, PC** – At all relevant times,
24 Defendant Evangelista Dental Group Pleasanton New Day, PC was and is a corporation
25 organized under the laws of California with its principal place of business at 2633 Camino
26 Ramon, Suite 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by
27 individual Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental
28 practice and joint venture of the remaining Defendants and was acting within the course and

1 scope of that relationship. Defendant has employed and currently employs dentist(s) intentionally
2 mislabeled by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and
3 policies that are complained of in this Complaint have been occurring for over on year prior to
4 providing the PAGA Notice identified herein, and are currently applied by Defendants in
5 California. Defendant is, and at all relevant times has been, an employer subject to the California
6 Labor Code.

7 **41. Evangelista Dental Group Poway, PC** – At all relevant times, Defendant
8 Evangelista Dental Group Poway, PC was and is a corporation organized under the laws of
9 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
10 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
11 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
12 remaining Defendants and was acting within the course and scope of that relationship. Defendant
13 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
14 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
15 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
16 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
17 relevant times has been, an employer subject to the California Labor Code.

18 **42. Evangelista Dental Group Redwood City, PC** – At all relevant times, Defendant
19 Evangelista Dental Group Redwood City, PC was and is a corporation organized under the laws
20 of California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon,
21 CA 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
22 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
23 remaining Defendants and was acting within the course and scope of that relationship. Defendant
24 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
25 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
26 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
27 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
28 relevant times has been, an employer subject to the California Labor Code.

1 **43. Evangelista Dental Group San Francisco 450 Sutter, PC** – At all relevant times,
2 Defendant Evangelista Dental Group San Francisco 450 Sutter, PC was and is a corporation
3 organized under the laws of California with its principal place of business at 2633 Camino
4 Ramon, Suite 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by
5 individual Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental
6 practice and joint venture of the remaining Defendants and was acting within the course and
7 scope of that relationship. Defendant has employed and currently employs dentist(s) intentionally
8 mislabeled by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and
9 policies that are complained of in this Complaint have been occurring for over on year prior to
10 providing the PAGA Notice identified herein, and are currently applied by Defendants in
11 California. Defendant is, and at all relevant times has been, an employer subject to the California
12 Labor Code.

13 **44. Evangelista Dental Group San Francisco Pine, PC** – At all relevant times,
14 Defendant Evangelista Dental Group San Francisco Pine, PC. was and is a corporation organized
15 under the laws of California with its principal place of business at 2633 Camino Ramon, Suite
16 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual
17 Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice
18 and joint venture of the remaining Defendants and was acting within the course and scope of that
19 relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled
20 by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that
21 are complained of in this Complaint have been occurring for over on year prior to providing the
22 PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant
23 is, and at all relevant times has been, an employer subject to the California Labor Code.

24 **45. Evangelista Dental Group San Jose, PC** – At all relevant times, Defendant
25 Evangelista Dental Group San Jose, PC was and is a corporation organized under the laws of
26 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
27 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
28 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the

1 remaining Defendants and was acting within the course and scope of that relationship. Defendant
2 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
3 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
4 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
5 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
6 relevant times has been, an employer subject to the California Labor Code.

7 **46. Evangelista Dental Group San Mateo, PC** –At all relevant times, Defendant
8 Evangelista Dental Group San Mateo, PC was and is a corporation organized under the laws of
9 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
10 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
11 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
12 remaining Defendants and was acting within the course and scope of that relationship. Defendant
13 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
14 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
15 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
16 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
17 relevant times has been, an employer subject to the California Labor Code.

18 **47. Evangelista Dental Group San Ramon C. Lakes, PC** – At all relevant times,
19 Defendant Evangelista Dental Group San Ramon C. Lakes, PC was and is a corporation
20 organized under the laws of California with its principal place of business at 2633 Camino
21 Ramon, Suite 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by
22 individual Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental
23 practice and joint venture of the remaining Defendants and was acting within the course and
24 scope of that relationship. Defendant has employed and currently employs dentist(s) intentionally
25 mislabeled by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and
26 policies that are complained of in this Complaint have been occurring for over on year prior to
27 providing the PAGA Notice identified herein, and are currently applied by Defendants in
28

1 California. Defendant is, and at all relevant times has been, an employer subject to the California
2 Labor Code.

3 48. **Evangelista Dental Group Santa Rosa, PC** – At all relevant times, Defendant
4 Evangelista Dental Group Santa Rosa, PC was and is a corporation organized under the laws of
5 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
6 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
7 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
8 remaining Defendants and was acting within the course and scope of that relationship. Defendant
9 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
10 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
11 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
12 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
13 relevant times has been, an employer subject to the California Labor Code.

14 49. **Evangelista Dental Group Studio City, PC** – At all relevant times, Defendant
15 Evangelista Dental Group Studio City, PC was and is a corporation organized under the laws of
16 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
17 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
18 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
19 remaining Defendants and was acting within the course and scope of that relationship. Defendant
20 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
21 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
22 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
23 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
24 relevant times has been, an employer subject to the California Labor Code.

25 50. **Evangelista Dental Group Walnut Creek II, PC** – At all relevant times,
26 Defendant Evangelista Dental Group Walnut Creek II, PC was and is a corporation organized
27 under the laws of California with its principal place of business at 2633 Camino Ramon, Suite
28 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual

1 Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice
2 and joint venture of the remaining Defendants and was acting within the course and scope of that
3 relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled
4 by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that
5 are complained of in this Complaint have been occurring for over on year prior to providing the
6 PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant
7 is, and at all relevant times has been, an employer subject to the California Labor Code.

8 **51. Evangelista Dental Group Walnut Creek, PC** – At all relevant times, Defendant
9 Evangelista Dental Group Walnut Creek, PC was and is a corporation organized under the laws of
10 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
11 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
12 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
13 remaining Defendants and was acting within the course and scope of that relationship. Defendant
14 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
15 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
16 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
17 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
18 relevant times has been, an employer subject to the California Labor Code.

19 **52. Evangelista Dental Partners Sunnyvale, PC** – At all relevant times, Defendant
20 Evangelista Dental Partners Sunnyvale, PC was and is a corporation organized under the laws of
21 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
22 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
23 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
24 remaining Defendants and was acting within the course and scope of that relationship. Defendant
25 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
26 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
27 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
28

identified herein, and are currently applied by Defendants in California. Defendant is, and at all relevant times has been, an employer subject to the California Labor Code.

53. **Defendant Richard C. Evangelista (“Dr. Evangelista”):** At all relevant times, Defendant Dr. Evangelista was and is an adult male individual and the owner, operator, director, officer, or managing agent of the Defendants. Dr. Evangelista is listed on Defendants’ public filings as the Chief Executive Officer (CEO) and Secretary. He is a California licensed Dentist. He is as a resident of San Ramon, CA in Contra Costa, County. He has and currently employs dozens of dentists in California. Plaintiff alleges that the practices and policies that are complained of in this Complaint have been occurring for over on year prior to providing the PAGA Notice identified herein, and are currently applied by Defendants in California. Dr. Evangelista is, and at all relevant times has been, an employer subject to the California Labor Code. Under Labor Code § 558.1 Dr. Evangelista has individual liability as a “natural person who is an owner, director, officer, or managing agent of the employer” who violated or caused to be violated the various wage and hour laws in the Labor Code identified herein including but not limited to Labor Code § 226 (wage statement violations).

FICTITIOUS DEFENDANTS

54. Defendants Does 1-100, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff at this time. When their true names and capacities are ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities. Plaintiff is informed and believes, and thereon alleges that each of the fictitiously-named Defendants is responsible in some manner for the occurrences alleged herein and that Plaintiff's damages and penalties alleged herein were proximately caused by such Defendants.

AGENCY

55. Plaintiff is informed, believes, and thereon alleges that each of the Defendants herein was, at all times relevant in this action, the agent, employee, representing partner, and/or joint venture of the remaining Defendants and was acting within the course and scope of that relationship. Plaintiff is further informed, believes, and thereon alleges that each of the

Defendants herein gave consent to, ratified, and authorized the acts alleged herein to the remaining Defendants.

FACTS COMMON TO ALL CAUSES OF ACTION

56. Beginning in approximately 2014, Defendant Dr. Richard Evangelista began creating a network of over 35+ interrelated companies that owned and operated dental clinics located in the state of California.

57. The network of these interrelated companies located within the state of California currently include the following entities:

- DENTAL FORCE MANAGEMENT, INC.;
- PLATINUM DENTAL PARTNERS, INC.;
- EVANGELISTA DENTAL GROUP, INC.;
- EVANGELISTA DENTAL PARTNERS, INC.;
- EVANGELISTA DENTAL SERVICES, INC.;
- RICHARD C. EVANGELISTA D.D.S., INC.;
- EVANGELISTA DENTAL GROUP BERKELEY, PC;
- EVANGELISTA DENTAL GROUP CARLSBAD, PC;
- EVANGELISTA DENTAL GROUP EL CAJON, PC;
- EVANGELISTA DENTAL GROUP FAIRFIELD, PC;
- EVANGELISTA DENTAL GROUP FREMONT, PC;
- EVANGELISTA DENTAL GROUP GREENBRAE, PC;
- EVANGELISTA DENTAL GROUP HILLCREST, PC;
- EVANGELISTA DENTAL GROUP HUNTINGTON BEACH, PC;
- EVANGELISTA DENTAL GROUP LA JOLLA, PC;
- EVANGELISTA DENTAL GROUP LA MESA, PC;
- EVANGELISTA DENTAL GROUP LIVERMORE II, PC;
- EVANGELISTA DENTAL GROUP LIVERMORE, PC;
- EVANGELISTA DENTAL GROUP MILPITAS, PC;
- EVANGELISTA DENTAL GROUP MISSION BLVD, PC;

- EVANGELISTA DENTAL GROUP NAPA VILLA, PC;
- EVANGELISTA DENTAL GROUP NAPA, PC;
- EVANGELISTA DENTAL GROUP OAKLAND, PC;
- EVANGELISTA DENTAL GROUP PACIFICA, PC;
- EVANGELISTA DENTAL GROUP PC, ANTIOCH;
- EVANGELISTA DENTAL GROUP PETALUMA, PC;
- EVANGELISTA DENTAL GROUP PLEASANT HILL, PC;
- EVANGELISTA DENTAL GROUP PLEASANTON KOLL, PC;
- EVANGELISTA DENTAL GROUP PLEASANTON NEW DAY, PC;
- EVANGELISTA DENTAL GROUP POWAY, PC;
- EVANGELISTA DENTAL GROUP REDWOOD CITY, PC;
- EVANGELISTA DENTAL GROUP SAN FRANCISCO 450 SUTTER, PC;
- EVANGELISTA DENTAL GROUP SAN FRANCISCO PINE, PC;
- EVANGELISTA DENTAL GROUP SAN JOSE, PC;
- EVANGELISTA DENTAL GROUP SAN MATEO, PC;
- EVANGELISTA DENTAL GROUP SAN RAMON C. LAKES, PC;
- EVANGELISTA DENTAL GROUP SANTA ROSA, PC;
- EVANGELISTA DENTAL GROUP STUDIO CITY, PC;
- EVANGELISTA DENTAL GROUP WALNUT CREEK II, PC;
- EVANGELISTA DENTAL GROUP WALNUT CREEK, PC;
- EVANGELISTA DENTAL PARTNERS SUNNYVALE PC

58. In total, there are approximately 60 dentists within the state of California who work for and are employed by this single network of dental clinics and management companies.

59. At all times relevant to this complaint, every single one of the named Defendants had and continues to have the same CEO, the founder and namesake Defendant Dr. Richard Evangelista. In addition, at all times relevant to this complaint, every single one of the Defendants has had the same principal place of business in San Ramon, California and has had the same registered agent for service of process.

1 60. At all times relevant to this complaint, Defendant Dental Force acted as a co-
2 employer and/or joint employer to the nearly 60 dentists employed or formerly employed by this
3 network of dental clinics.

4 61. Each of the dental clinics has a contractual relationship with Dental Force. Under
5 these contracts, Dental Force provides administrative services, dentist recruiting, training and
6 management. The CEO of Dental Force is also Defendant Dr. Richard Evangelista who acts as
7 the CEO of Dental Force and is also the President/CEO/owner for each of the Defendant dental
8 clinics.

9 62. Defendants have for years intentionally misclassified its dentists as Independent
10 Contractors in violation of Labor Code § 226.8 and/or §2753, and, in so doing, have denied them
11 the benefits and protections of California employment law.

12 **PLAINTIFF’S MISCLASSIFICATION AS AN “INDEPENDENT CONTRACTOR”**

13 63. Plaintiff Zeidan is a licensed Dentist in the state of California. On or about
14 December 10, 2018, Plaintiff entered into contract with “Evangelista Dental Group PC” with the
15 title: “Independent Contractor Agreement.” Plaintiff alleges this is the same and/or similar
16 agreement provided to the Defendants’ misclassified dentists employees.

17 64. Pursuant to this agreement, Plaintiff was employed by Defendants as a Dentist
18 providing typical dental services for Defendants’ network of dental clinics. Defendants
19 purportedly hired Plaintiff as an “Independent Contractor” despite the fact that Defendants
20 retained control over almost every aspects of her work (and other “Independent Contractor”
21 dentists) including but not limited to the rate of pay, hours of work, training, instructions, and
22 tools and supplies.

23 65. Indeed, the terms of this purported “Independent Contractor Agreement”
24 demonstrate that the nature of Plaintiff’s relationship with Defendants was an employer/employee
25 relationship due to the amount of control Defendants exercised over Plaintiff’s working
26 conditions. For example, the “Independent Contractor Agreement” required Plaintiff to:

- 27 • “Refer to the in-house specialist when providing patients with options for dental
28 specialists”

- “Attend at least six (6) dentist meetings each year”
- “Complete at least 16 work days each month.”

66. The purported “Independent Contractor Agreement” also dictated that Plaintiff “must not be late for appointments, provide substandard dental services, violate the anti-harassment policies established by the dental office....” As indicated in the “Independent Contractor Agreement” Defendants provided Plaintiff and the other dentists with “a copy of the anti-harassment policy” and, as noted, expected Plaintiff and the other dentists to follow this anti-harassment policy.

67. In addition, Defendants exercised control over other behaviors of Plaintiff and the other misclassified dentists. The “Independent Contractor Agreement” prohibited Plaintiff from “defaming” or “slandering” the Defendants, “its staff or other dentists providing services” to the Defendants.

68. By intentionally misclassifying Plaintiff, and other dentists, as independent contractors in violation of Labor Code § 226.8 and/or §2753, Defendants purposely and willfully attempted to avoid their obligations under California labor law. If an employer is found to have engaged in a pattern or practice of willful independent contractor misclassification, the employer can be fined \$10,000 to \$25,000 per incident in addition to other penalties authorized by law.

69. **The *Borello* Economic Realities Test Applies to Plaintiff.** Historically, for decades, California courts had applied the “multi-factor” or the “economic realities” test adopted by the California Supreme Court in the case of *S. G. Borello & Sons, Inc. v Dept. of Industrial Relations* (1989) 48 Cal.3d 341. Despite recent changes to California law regarding the status of independent contractors, persons employed as dentists are still evaluated under the *Borello* test (Labor Code § 2750.3(b)(2)).

70. In applying the *Borello* test, the most significant factor to be considered is whether the person to whom service is rendered (the employer or principal – here Defendants) has control or the right to control the worker both as to the work done and the manner and means in which it is performed.

1 71. Here, Defendants exercised control over Plaintiff's work, how that work was to be
2 done, and when that work was to be done. Furthermore, Defendants provided Plaintiff with tools
3 and equipment, and the location to perform the work.

4 72. As noted above, Plaintiff and the other dentists were classified as Independent
5 Contractors and signed a purported "Independent Contractor Agreement." This purported
6 "Independent Contractor Agreement" shows that the nature of Plaintiff's relationship with
7 Defendants was an employer/employee relationship due to the amount of control Defendants
8 exercised over Plaintiff's working conditions. For example, the "Independent Contractor
9 Agreement" required Plaintiff to:

- 10 • "Refer to the in-house specialist when providing patients with options for dental
11 specialists"
- 12 • "Attend at least six (6) dentist meetings each year"
- 13 • "Complete at least 16 work days each month."

14 73. The purported "Independent Contractor Agreement" also dictated that Plaintiff
15 "must not be late for appointments, provide substandard dental services, violate the anti-
16 harassment policies established by the dental office...." As indicated in the "Independent
17 Contractor Agreement" Defendants provided Plaintiff and the other dentists with "a copy of the
18 anti-harassment policy" and, as noted, expected Plaintiff and the other dentists to follow this anti-
19 harassment policy.

20 74. In addition, Defendants exercised control over other behaviors of Plaintiff and the
21 other dentists. The "Independent Contractor Agreement" prohibited Plaintiff from "defaming" or
22 "slandering" the Defendants, "its staff or other dentists providing services" to the Defendants.

23 75. Besides controlling these aspects of Plaintiff's job, Defendants also provided
24 detailed instructions to Plaintiff and the other dentists on how to do their job. In fact, it was made
25 clear to Plaintiff during her initial interview with Defendant Dr. Evangelista that he was the
26 owner of this network of dental clinics, that he would teach her how to interact with patients, and
27 that he dictated the means and manner of Plaintiff's work.

1 76. Defendants provided Plaintiff and the other Dentists protocols on how to do their
2 jobs. These protocols instructed Plaintiff and the other dentists on how to introduce themselves to
3 patients, how long to shake hands, how to develop rapport, how to conduct the exam, and how to
4 handoff the patient to the hygienist. These protocols also provided the dentist with a script on
5 what to say and detailed examples on tactics to help develop rapport. These protocols were a key
6 feature of Defendants practice. Below is the relevant language from these protocols describing
7 how Defendants dictated the manner Plaintiff and the other dentists were to perform their jobs:

- 8 • “Doctor walks in and introduces himself. Extends his/ her hand, firm
9 handshake, at least hold for 1 second, looks patient in the eye, smiles and
10 says "Hi, I am Doctor (preferred name) Put your hand on their shoulders
11 to create a human connection. It’s nice to meet you. I’ll be doing your
12 exam today” Doctor will talk to patient, establish rapport. Example: “Do
13 you live in the area? What do you do for work? Are the rest of your family
14 patients here?”
- 15 • After rapport is established, Ask the hygienist, “How is (patient’s first
16 name) doing today?”
- 17 • Intraoral photos displayed on monitor
- 18 • Hygiene verbally reviews with doctor everything he/she sees (begins with
19 periodontal condition to condition of teeth) and explains references to
20 corresponding intraoral photos
- 21 • Doctor reviews medical history with patient
- 22 • Doctor lays patient back and confirms hygienist's concerns during exam. Starts
23 dialog with Hygienist. If doctor sees an issue that was not previously brought to
24 attention by Hygienist, Doctor explains issue to hygienist. Example: “Did you see
25 the food trap on #3?” Doctor will take more photos if needed. (Constant Dialog is
26 important)
- 27 • Upon completion of exam, doctor verbally reviews items listed on route slip and
28 exam checklist with patient and hygienist of treatment completed, pending

1 treatment, next visit, and desired time patient should return. Make sure 1st priority
2 is reviewed. (Quadrant Dentistry)

- 3 • Hygienist gives routing slip with the first priority treatment to front desk to create
4 treatment plan while doctor sits patient up to explain treatment. (Optional:
5 Hygienist/assistant will input treatment in Dentrrix).
- 6 • Doctor sits patient up, removes his/her loops and masks, looks patient in the eye,
7 and reviews 1st priority of treatment with patient. He/she will use the photos for
8 reference.
- 9 • Doctor presents opportunity for patients to stay same day for treatment.(Schedule
10 either today or tomorrow! If not, ASAP
- 11 • To hygienist: “Can you have (assistant name) set up the operatory for a crown and
12 we can take care of this for (patient) today while he/ she is here.”
 - 13 ○ Hygienist notifies assistant of possibility of same day treatment
 - 14 ○ Hygienist notifies front office team of possibility of same day treatment
 - 15 ○ Patient moves to treatment operatory
 - 16 ○ Practice Manager or Patient Care Coordinator presents treatment plan in
17 treatment operatory with patient
 - 18 ○ Patient accepts.
 - 19 ○ If patient declines, proceed to handoff
 - 20 ○ Hygienist breakdown and clean operatory and move on to the next
 - 21 ○ HANDOFF: Doctor or hygienist bring patient to the front:
- 22 • “(Patient first name) did great today. We completed (treatment rendered) and
23 (patient first name) did great. I'd like to see (patient first name) back for (next
24 visit-specify next visit) on (soonest possible). Can you tell (patient first name) how
25 they can win a sonicare?”

26 77. Dr. Richard Evangelista reiterated the importance of following his patient
27 protocols and the 7 steps of his patient protocol in an email to all dentists in October 2020. This
28 email stated:

- Hi Everyone, I have been going around to all the offices and it seems that many of you have never seen or are unaware of our Patient Flow Video. This video was given as a guide to patient interaction and customer service. The tools that are explained in the video have been the reason for my personal success and the success of this company. Below is a link to the video and invite you to watch and analyze it.
- <https://vimeo.com/bluebarncreative/review/295449141/65d7620fb4>
- This video has been an educational tool that I have taught to hundreds of dentists. I have countless stories of immediate success from dentist all over the country who follow these systems.
- I know the video is long but I wanted to help you pull out just the few main points that I would like you to implement immediately. I have broken it down to 7 steps that we want you to work on. Your Office managers will help make sure that we implement this in your office asap.
- Patient Protocol
 1. Hygienist/Assistant takes intraoral photos and puts on screen
 2. Doctor diagnose tooth by tooth by tooth to Hygienist/Assistant
 3. Patient is sat up when Doctor explains treatment eye to eye
 4. Route slip completely filled out with Priority #1
 5. Hygienist/Assistant brings route slip to OM/TC
 6. Doctor walks patient to front desk and waits for them to schedule next treatment
 7. OM/TC asks for new patient referral. At first glance it seems easy and may think you are already doing this. But from working with hundreds of doctors, I know it takes practice and dedication to make sure they are followed. If one step is missed, the system is broken and will not work. I assure you that if you get these few things down that your treatment presentation and acceptance will increase

1 dramatically. I can't wait to hear about your own personal success
2 stories after doing this in your own practice. Good luck and look
3 forward to seeing you all soon. Dr. Evangelista.

4 78. Defendants also required Plaintiffs and the other Dentists to use specific
5 laboratories for their cases and if they did not use the specific laboratories, Plaintiff and the other
6 Dentists were responsible for the cost.

7 79. In addition to controlling these details of Plaintiff's work, Defendants also
8 supervised and coached Plaintiff in her work. Much like the protocols, Defendants engaged in
9 extensive and detailed coaching of the Plaintiff and other dentists on how to develop rapport with
10 patients, how to explain dental treatment options and recommendations to patients, and providing
11 Plaintiff and the other dentists with common questions and answers.

12 80. Plaintiff had training sessions with Defendant Dr. Evangelista and other managers
13 in which they trained Plaintiff and provide coaching concerning the protocols. In addition,
14 Plaintiff and the other Dentists would have regular meetings at the San Ramon headquarters
15 where they would receive training, discuss cases and patients, and take courses in dentistry.
16 Plaintiff and the other Dentists were required to attend these meetings yet were not compensated
17 for attending them.

18 81. Defendants also required Plaintiff and the other Dentists to meet production goals.
19 Defendants constantly pressured Plaintiff and the other Dentists to meet their production goals.
20 With respect to Plaintiff, Defendants demanded a daily goal of \$5,000 per day of treatment
21 production. Every morning Plaintiff was required to participate in a "team huddle" during which
22 the office manager would review Plaintiff's acceptance rate, production, schedule, and also
23 provide advice on how to produce more for that day. Defendant Dr. Evangelista spoke to Plaintiff
24 about her production numbers personally.

25 82. Plaintiff was also subject to the needs of Defendants and the various network of
26 dental clinics Defendants owned and operated. For example, even though Plaintiff worked
27 primarily out of the Sunnyvale location, Defendants would transfer her to other clinics including
28 clinics in Milpitas and San Mateo clinics.

1 83. Other aspects of Plaintiff's relationship and the other Dentists' relationship with
2 Defendants show an employer/employee relationship. For example, Defendants paid a portion of
3 Plaintiff's health insurance. Defendants provided Plaintiff with her daily schedule and expected
4 Plaintiff to be in the office Monday through Friday 8am to 5pm. Finally, Defendants billed the
5 patients and collected the payments – Plaintiff did not have any role in the billing process.

6 84. Besides outlining the right to control, the *Borello* case also outlined additional
7 factors that may be considered when determining whether a person is an Independent Contractor
8 or employee:

9 85. Plaintiff and other Dentists are not in a Distinct Business from her Employer: Is
10 the person performing services engaged in an occupation or business distinct from that of the
11 principal? **ANSWER:** No. Plaintiff was not a contractor with independent and expert skills
12 distinct from Defendants providing a service. Defendants business is a dental practice providing
13 dental services. Plaintiff is a dentist. She was not engaged in an occupation or business distinct
14 from Defendant. She was a dentist simply providing dental services to Defendants' clients.

15 86. The Work Performed by Plaintiff and other Dentists was Part of Defendants'
16 Regular Business: Is the work part of the regular business of the principal or alleged employer?
17 **ANSWER:** Yes. Plaintiff's work in providing dental services is clearly part of the regular
18 business of Defendants considering Defendants run, manage, and operate dental clinics.

19 87. Defendants Provided the Instruments, Tools, and Place of Work for Plaintiff and
20 other Dentists: Did the principal or the worker supply the instrumentalities, tools, and the place
21 for the person doing the work? **ANSWER:** Defendants provided all tools and supplies for the
22 dental practices, including dental handpieces, burs, filling material, instruments, medicines, and
23 anything necessary for Plaintiff and the other dentists to perform the services and treatments for
24 their patients. Defendants also provided the actual dental clinics where Plaintiff and the other
25 dentists performed their work. Defendants provided Personal Protection Equipment (PPE) for
26 Plaintiff and the other dentists to allow them to return to work as Covid-19 restrictions eased
27 during the summer of 2020. Finally, Defendants provided hygienists and other support staff to
28 assist Plaintiff and the other Dentists.

1 88. Plaintiff and other Dentists Provided No Investment in Equipment/Materials: Did
2 the alleged employee invest in the equipment or materials required by his or her task? **ANSWER:**
3 No. Plaintiff did not invest in equipment or materials required by her tasks during employment.
4 All of these were provided by Defendants. Plaintiff was simply paid for her work.

5 89. Plaintiff and other Dentists Did not Perform Work Without Supervision: Is the
6 kind of occupation, with reference to whether, in the locality, the work is usually done under the
7 direction of the principal or by a specialist without supervision? **ANSWER:** While Plaintiff and
8 the dentists worked by themselves, they were required to meet with Defendants on regular basis
9 and Defendants reviewed the dentists' production numbers, treatment plans, and patient
10 communications. In addition, as noted above, Defendants provided Plaintiff and the other dentists
11 guidelines and detailed protocols on how to perform their jobs and interact with patients.

12 90. Plaintiff and other Dentists Provided No Managerial Skills: Is the alleged
13 employee's opportunity for profit or loss dependent on his or her managerial skill? **ANSWER:**
14 No. Plaintiff's opportunity for profit or loss was unrelated to any managerial skills, as Plaintiff
15 only provided dental services to Defendants' patients.

16 91. Plaintiff and other Dentists were Hired on an On-Going Basis: What is the length
17 of time for which the services are to be performed? **ANSWER:** Plaintiff provided services on an
18 going basis pursuant to a purported "Independent Contractor Agreement" even though the
19 agreement had no end date and required a 90 day notice period in order to terminate it.

20 92. Degree of Permanency: What was the degree of permanence of the working
21 relationship? **ANSWER:** The degree of permanence was unknown as the job was on an
22 ongoing basis with no end date.

23 93. Method of Payment: What was the method of payment, by time or by the job?
24 **ANSWER:** Defendant paid Plaintiff monthly via a 1099 form payment that failed to include all
25 required information per Labor Code 226 (i.e.gross wages earned, total hours worked by the
26 employee, the number of piece-rate units earned and any applicable piece rate if the employee is
27 paid on a piece-rate basis, all deductions, all applicable hourly rates, etc.) depending on the
28 services Plaintiff performed and completed.

1 94. Employer – Employee Relationship: Did the parties believe they were/are
2 creating an employer-employee relationship? **ANSWER:** Yes. Plaintiff thought she was
3 entering into an employer/employee relationship considering the fact that she had to meet certain
4 production numbers, and follow detailed guidelines, protocols, and instructions all of which she
5 received from Defendants.

6 95. Even where there is an absence of control over work details, an employer-
7 employee relationship will be found if (1) the principal retains pervasive control over the
8 operation as a whole, (2) the worker's duties are an integral part of the operation, and (3) the
9 nature of the work makes detailed control unnecessary. (*Yellow Cab Cooperative v. Workers*
10 *Compensation Appeals Board* (1991) 226 Cal.App.3d 1288)

11 96. Under California Business & Professions Code (“Cal. Bus. & Prof. Code”)
12 §§ 17200, *et seq.*, (the Unfair Competition Law or “UCL”) and pursuant to representative action
13 procedures provided for in these statutes, Plaintiff, on behalf of herself and all others represented
14 parties, also seeks any available injunctive relief and restitution of all benefits Defendants have
15 received from their misclassification.

16 97. At all times herein set forth, PAGA was applicable to the Plaintiff’s employment
17 by Defendants. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
18 employee,” who is any person that was employed by the alleged violator and against whom one
19 or more of the alleged violations was committed.

20 98. Plaintiff Zeidan was employed by Defendants and the Labor Code violations
21 alleged herein were committed against her during the time of her employment, and she is
22 therefore an aggrieved employee. Plaintiff Zeidan and other misclassified dentists, are
23 “aggrieved employees” as defined by California Labor Code §2699(c) in that they are all current
24 or former employees of Defendants, and one or more of the Labor Code violations alleged herein
25 were committed against them.

26 99. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
27 may pursue a civil action arising under PAGA after the following requirements have been met:

28 a. The aggrieved employee shall give written notice by certified mail (hereinafter

"Employee's Notice") to the California Labor and Workforce Development Agency ("LWDA") and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

- b. The LWDA shall provide notice to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within thirty (30) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within thirty-three (33) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

100. On **January 29, 2021**, Plaintiff provided a written PAGA Notice and draft copy of this Complaint with the PAGA claims by certified mail (and via the LWDA website) to the LWDA and to the employer Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code §2699.3.

101. Therefore, Plaintiff has complied with the PAGA written notice requirements set forth in California Labor Code §2699.3(a). No notice of cure by Defendants was provided and the LWDA has not provided Plaintiff with any LWDA Notice that it intends to investigate this violation, although more than 65 days have elapsed since the postmark date of the Employee's Notice. Therefore, as of **April 5, 2021** the administrative prerequisites under California Labor Code §2699.3(a) were satisfied for filing this Complaint with a "representative" cause of action for PAGA violations, as provided by California Code of Civil Procedures and recovery of civil penalties.

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1 **FIRST CAUSE OF ACTION**

2 **Violation of the Private Attorneys General Act of 2004**

3 **(California Labor Code §§ 2698, et. seq.)**

4 **(Plaintiff Against All Defendants)**

5 102. Plaintiff incorporates by reference and re-alleges each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 103. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover civil
9 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code § 2699.5.

10 104. Pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of
11 herself and other persons who are or were employed by the alleged violator and against whom
12 one or more of the alleged violations was committed. Plaintiff is therefore pursuing civil
13 penalties for violations of the Labor Code sections set forth herein.

14 105. One or more of the alleged violations set forth herein was committed against
15 Plaintiff, and Plaintiff is therefore an "aggrieved employee" under Labor Code Section 2699(c),
16 which provides in relevant part, "(c) For purposes of this part, "aggrieved employee" means any
17 person who was employed by the alleged violator and against whom one or more of the alleged
18 violations was committed."

19 106. PAGA provides as follows, "[n]otwithstanding any other provision of law, a
20 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
21 under this part at any time within 60 days of the time periods specified in this part."

22 107. Defendants' conduct, as alleged herein, violates numerous sections of the
23 California Labor Code, including, but not limited to, the following: Violation of Labor Code §
24 226.8,

25 108. Labor Code 226.8 states, in part,

26 "(a) It is unlawful for any person or employer to engage in any of the following
27 activities: (1) Willful misclassification of an individual as an independent
28 contractor ...

1 (b) If the Labor and Workforce Development Agency or a court issues a
2 determination that a person or employer has engaged in any of the enumerated
3 violations of subdivision (a), the person or employer shall be subject to a civil
4 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
5 thousand dollars (\$15,000) for each violation, in addition to any other penalties or
6 fines permitted by law.

7 (c) If the Labor and Workforce Development Agency or a court issues a
8 determination that a person or employer has engaged in any of the enumerated
9 violations of subdivision (a) and the person or employer has engaged in or is
10 engaging in a pattern or practice of these violations, the person or employer shall
11 be subject to a civil penalty of not less than *ten thousand dollars (\$10,000) and not*
12 *more than twenty-five thousand dollars (\$25,000)* for each violation, in addition to
13 any other penalties or fines permitted by law. (Emphasis added). (Lab. Code, §
14 226.8).

15 109. While § 226.8 lacks any language demonstrating a legislative intent to establish a
16 private right of action, misclassified “Independent Contractors”, such as Plaintiff, may seek
17 penalties under PAGA claiming they were actual “employees,” as well as additional civil
18 penalties of up to \$25,000 per person when a company deliberately mislabels independent
19 contractors. *Noe v. Superior Court of Los Angeles County, et al.*, 237 Cal. App. 4th 316 (2015).

20 110. Under PAGA, an “aggrieved employee” may bring a civil action personally and on
21 behalf of other current or former employees to recover civil penalties for Labor Code violations.”
22 *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, (*Iskanian*). Under
23 the PAGA, 75% of any penalty the plaintiffs recover would go to the State. (See *Iskanian*,
24 *supra*, 59 Cal.4th at p. 380.) Thus, the UCL and the PAGA claims may provide remedies for
25 violation of § 226.8 that are qualitatively different than the penalties they might recover in a
26 direct action to enforce § 226.8. *Noe v. Superior Court* (2015) 237 Cal.App.4th 316, 325–326.

27 111. The courts have previously observed that the Legislature’s use of the term “civil
28 penalty,” unaccompanied by any language signifying that the penalty is to be paid to the

1 aggrieved employee, generally indicates that the penalties may only be enforced by the state's
2 labor law enforcement agencies or through a PAGA action. *Noe* at 338.

3 112. The Labor Code generally provides two distinct categories of “penalties”:
4 “statutory penalties ... for employer wage-and-hour violations [that are] recoverable directly by
5 employees” and “ ‘civil penalties’ ” that are “enforceable only by the state's labor law
6 enforcement agencies” or through a PAGA action. *Caliber Bodyworks v. Superior Court*
7 (2005), 134 Cal.App.4th 365, 378.)

8 113. Section 226.8 repeatedly refers to a “civil penalty” and includes no language
9 permitting a misclassified employee to collect the penalty directly. However, *Caliber*
10 demonstrates that where, as here, a Labor Code provision provides for a “civil penalty” and
11 contains no language suggesting the penalty is recoverable directly by employees, no private right
12 of action is available other than through a PAGA claim. *Noe v. Superior Court* (2015) 237
13 Cal.App.4th 316, 339. As that is the situation here, Plaintiff seeks § 226.8 civil penalties through
14 a PAGA cause of action for misclassification as an Independent Contract and failure to provided
15 accurate and timely wage statements (Labor Code § 226).

16 114. Defendants, at all times relevant to this complaint, were employers or persons
17 acting on behalf of an employer(s) who violated Plaintiffs and other aggrieved employees' rights
18 by violating various sections of the California Labor Code as set forth above.

19 115. As set forth above, Defendants have violated provisions of the California
20 Labor Code. Accordingly, Plaintiff seeks the remedies set forth in Labor Code for herself, the
21 State of California, and all other aggrieved employees. Pursuant to PAGA, Plaintiff, acting in the
22 public interest as a private attorney general, seeks assessment and collection of civil penalties for
23 Plaintiff and all aggrieved employees, and the State of California against Defendants, plus
24 reasonable attorneys’ fees and costs, pursuant to California Labor Code §§ 226, 226.8, C.C.P. §
25 1021.5, and California common law.

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(Plaintiff Against All Defendants)

121. As a result of Defendants' unlawful and unfair business practices, Plaintiff is entitled to, and hereby does, seek restitution and disgorgement of ill-gotten gains, including but

1 not limited to attorney's fees and cost, and other appropriate injunctive and other relief available
2 under California Business and Professions Code §§ 17200, *et seq.*

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiffs, on behalf of herself and the Proposed Class and
6 represented parties, pray for judgment and the following specific relief against Defendants, jointly
7 and separately as follows:

8 A. That the Court determine that this action may be maintained as a
9 representative action under PAGA;

10 B. That Defendants are found to have willfully misclassified as "Independent
11 Contractors" Plaintiff and other aggrieved employee dentists, and have therefore violated
12 California Labor Code § 226.8 and/or § 2753; and that all damages proximately caused by
13 Defendants' wrongful conduct be reimbursed and/or applicable penalties be awarded to the state
14 of California, Plaintiffs and the other aggrieved employees;

15 C. That Defendants are found to have violated the record-keeping provisions
16 of Labor Code §§ 226;

17 D. For penalties as provided, per violation, under the Private Attorneys
18 General Act (PAGA) Labor Code § 2699, *et seq.*, and distributed in accordance with the Act.

19 E. That the Defendants are found to have committed unfair and unlawful
20 business practices in violation of California Business & Professions Code §§ 17200, *et seq.*, by
21 their violations of the Labor Code and Wage Order(s) as described above;

22 F. That Defendants further be ordered and enjoined to cease and desist from
23 unlawful activities in violation of Business & Professions Code §§ 17200, *et seq.*;

24 G. That Defendants' violations as described above are found to have been
25 willful;

26 H. That Plaintiff and other aggrieved employees be awarded reasonable
27 attorneys' fees and costs;
28

1 I. That Plaintiff, and other aggrieved employees receive an award of such
2 other and further relief as this Court may deem appropriate.

3
4 Dated: April 23, 2021

DA VEGA | FISHER | MECHTENBERG LLP

5
6
7 By: 

8 Ted Mechtenberg, SBN 21960

9 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a trial by jury for all issues so triable.

Dated: April 23, 2021

DA VEGA | FISHER | MECHTENBERG LLP

By: 

Ted Mechtenberg, SBN 219602

Attorneys for Plaintiff

EXHIBIT A

Subject: Thank you for submission of your PAGA Case.

From: LWDA DO NOT REPLY - To: ted@mdmflaw.com - Cc: - Date: January 29, 2021 at 11:29 AM

1/29/2021

LWDA Case No. LWDA-CM-820088-21
Law Firm : Da Vega Fisher Mechtenberg LLP
Plaintiff Name : Sara Zeidan
Employer: Richard Evangelista
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



VENTURA
675 E SANTA CLARA ST
VENTURA, CA 93001-9998
(800)275-8777

01/29/2021

02:37 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope	1		\$2.60
San Ramon, CA 94583			
Weight: 0 lb 8.10 oz			
Estimated Delivery Date Tue 02/02/2021			
Certified Mail® Tracking #:			\$3.60
70201290000066539118			
Return Receipt Tracking #:			\$2.85
9590 9402 6289 0274 6578 06			
Total			\$9.05
First-Class Mail® Large Envelope	1		\$2.60
Walnut Creek, CA 94596			
Weight: 0 lb 8.10 oz			
Estimated Delivery Date Tue 02/02/2021			
Certified Mail® Tracking #:			\$3.60
70201290000066539125			
Return Receipt Tracking #:			\$2.85
9590 9402 6289 0274 6579 67			
Total			\$9.05

Grand Total: \$18.10

Credit Card Remitted \$18.10

Card Name: VISA
Account #: XXXXXXXXXXXX1926
Approval #: 02396G
Transaction #: 962
AID: A0000000031010 Chip
AL: VISA CREDIT
PIN: Not Required CHASE VISA

USPS is experiencing unprecedented volume
increases and limited employee
availability due to the impacts of
COVID-19.

7020 1290 0000 6653 9118

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San Ramon, CA 94583

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fees as appropriate)

☐ Return Receipt (hardcopy)	\$2.85
☐ Return Receipt (electronic)	\$0.00
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☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$2.60

Total Postage and Fees \$9.05

Sent To *Dr. C. Anguista*

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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JAN 29 2021
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Walnut Creek, CA 94596

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fees as appropriate)

☐ Return Receipt (hardcopy)	\$2.85
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$2.60

Total Postage and Fees \$9.05

Sent To *Michael Anguista*

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

0051 29
JAN 29 2021
Postmark Here

DA VEGA | FISHER | MECHTENBERG LLP

ATTORNEYS AT LAW

SUNNYVALE | SANTA BARBARA | VENTURA | SACRAMENTO

TED MECHTENBERG
PARTNER
TED@MDMFLAW.COM
WWW.MDMFLAW.COM

1567 SPINNAKER DR., SUITE 201 .
VENTURA, CA 93001
T: 805.232.4471
F: 877.535.9358

January 29, 2021

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2699.3

Via Online Filing

Labor and Workforce Development Agency (LWDA)
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
Website: <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Via Certified Mail (Return Receipt Requested)

Dr. Richard Evangelista, individually
2633 Camino Ramon, Suite 455
San Ramon, CA 94583

Via Certified Mail (Return Receipt Requested)

Dental Force Management, Inc.; Platinum Dental Partners, Inc.; Evangelista Dental Group, Inc.; Evangelista Dental Partners, Inc.; Evangelista Dental Services, Inc.; Evangelista Dental Group Berkeley, PC; Evangelista Dental Group Carlsbad, PC; Evangelista Dental Group El Cajon, PC; Evangelista Dental Group Fairfield, PC; Evangelista Dental Group Fremont, PC; Evangelista Dental Group Greenbrae, PC; Evangelista Dental Group Hillcrest, PC; Evangelista Dental Group Huntington Beach, PC; Evangelista Dental Group La Jolla, PC; Evangelista Dental Group La Mesa, PC; Evangelista Dental Group Livermore II, PC; Evangelista Dental Group Livermore, PC; Evangelista Dental Group Milpitas, PC; Evangelista Dental Group Mission Blvd, PC; Evangelista Dental Group Napa Villa, PC; Evangelista Dental Group Napa, PC; Evangelista Dental Group Oakland, PC; Evangelista Dental Group Pacifica, PC; Evangelista Dental Group Pc, Antioch; Evangelista Dental Group Petaluma, PC; Evangelista Dental Group Pleasant Hill, PC; Evangelista Dental Group Pleasanton Koll,

DA VEGA | FISHER | MECHTENBERG LLP

SUNNYVALE | SANTA BARBARA | VENTURA | SACRAMENTO

PC; Evangelista Dental Group Pleasanton New Day, PC; Evangelista Dental Group Poway, PC; Evangelista Dental Group Redwood City, PC; Evangelista Dental Group San Francisco 450 Sutter, PC; Evangelista Dental Group San Francisco Pine, PC; Evangelista Dental Group San Jose, PC; Evangelista Dental Group San Mateo, PC; Evangelista Dental Group San Ramon C. Lakes, PC; Evangelista Dental Group Santa Rosa, PC; Evangelista Dental Group Studio City, PC; Evangelista Dental Group Walnut Creek II, PC; Evangelista Dental Group Walnut Creek, PC; and Evangelista Dental Partners Sunnyvale PC (collectively with Dr. Richard Evangelista, “Respondents”)

c/o Michael Krueger, as Agent for Service of Process for the above entities
Newmeyer Dillion
1333 N. California Boulevard, Suite 600
Walnut Creek, CA 94596

Re: Sara Zeidan v. Dental Force Management, Inc., et al.

To Whom It May Concern:

Summary Statement

This letter shall serve as notice pursuant to the California Private Attorney General Act (“PAGA”), California Labor Code Section 2699, et seq., regarding Sara Zeidan, and all Represented Employees (collectively “Claimants”) in connection with a representative action. The purpose of this letter is to exhaust Claimant’s administrative remedies required under the PAGA of California Labor Code §§ 2699, et seq.

Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code §§ 2699, et seq.

SARA ZEIDAN, (“Claimant”) hereby gives notice of her intent to bring a cause of action for violation of the Private Attorneys General Act of 2004 (“PAGA”) against the Respondents noted above for failure to comply with California’s Labor Code. Claimant is providing this notice on behalf of herself, the general public and similarly situated California-based current and former dentists employed as independent contractors who are/were in fact intentionally misclassified by Respondents as “independent contractors” when they are/were in fact Respondents’ employees in violation of the California Labor Code (Labor Code §§ 226.8 and 2753).

Claimants are informed and believe that Respondents knowingly and intentionally violated the above Labor Codes and that such violations are ongoing, systematic and continuous. Claimant intends to bring a cause of action against Respondents under the Private Attorney General Act (“PAGA”) to recover such penalties as provided by

California law.¹ Upon expiration of the required time of this notice, Claimant will file a complaint in Contra Costa County Superior Court to allege a cause of action under PAGA. A courtesy copy of the **Complaint** to be filed is attached hereto as **Exhibit “1”** for reference and is expressly incorporated herein.

Theories of Labor Code Violations and Remedies

Claimant and aggrieved employees are current and former California based dentists employed by Respondents as independent contractors. The details of our client’s claims are discussed in the enclosed draft Complaint which is attached as Exhibit 1.

Claimant alleges Respondents acted intentionally and with deliberate indifference and conscious disregard to their and other dentists’ rights by intentionally misclassifying them as independent contractors, in violation of Labor Codes §§ 226.8 and 2753.

Claimant seeks, on behalf of herself and others similarly situated, penalties for intentional misclassification as independent contractors under Labor Codes §§ 226.8 and 2753 and related violations (See Exhibit 1 – PAGA Complaint).

Notice re Catalyst Fees

If, within the next 65 days, the LWDA or the California Division of Labor Standards Enforcement does not investigate the above claims, or provides notice of its intent to not investigate, and Respondents do not make any effort to resolve the above claims outlined by Claimant and the aggrieved employees, Claimant will file the attached Complaint.

Claimant will also require disclosure and notice of any settlements related to the above claims with aggrieved employees in order to determine the recovery of our

¹ Without limitation, Claimants, if permitted, will seek any and all penalties otherwise capable of being collected by the LWDA. This includes, each of the following, as set forth in Labor Code Section 2699.5 which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

attorney's fees in relation to such settlements as permitted in California under *Graham v. Daimler-Chrysler Corp.* (2004) 34 Cal.4th 553 (allowing for catalyst attorneys fees.). Please be advised that any individual settlements with proposed California-based aggrieved employees for the claims related to the foregoing facts, after the date of this letter, may result in an award of catalyst fees to our office. Please understand that this letter is required to protect the interests of the aggrieved employees in light of *Chindarah v. Pick-Up Stix, Inc.* (2009) 171 Cal.App.4th 796, 801-803. Thank you for your attention to this matter. We look forward to your response.

Sincerely,



Ted Mechtenberg

Enclosure: Exhibit 1 – PAGA Complaint

EXHIBIT 1

Matthew S. Da Vega, SBN 195443
Ted Mechtenberg, SBN 219602
DA VEGA | FISHER | MECHTENBERG LLP
1567 Spinnaker Dr., Suite 201
Ventura, CA 93001
Telephone: 805.500.6878
Facsimile: 877.535.9358
ted@mdmflaw.com

Attorneys for Plaintiff Sara Zeidan

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

SARA ZEIDAN,

Plaintiff,

vs.

DENTAL FORCE MANAGEMENT, INC.;
PLATINUM DENTAL PARTNERS, INC.;
EVANGELISTA DENTAL GROUP, INC.;
EVANGELISTA DENTAL PARTNERS,
INC.; EVANGELISTA DENTAL
SERVICES, INC.; RICHARD C.
EVANGELISTA, D.D.S., INC.;
EVANGELISTA DENTAL GROUP
BERKELEY, PC; EVANGELISTA
DENTAL GROUP CARLSBAD, PC;
EVANGELISTA DENTAL GROUP EL
CAJON, PC; EVANGELISTA DENTAL
GROUP FAIRFIELD, PC;
EVANGELISTA DENTAL GROUP
FREMONT, PC; EVANGELISTA
DENTAL GROUP GREENBRAE, PC;
EVANGELISTA DENTAL GROUP
HILLCREST, PC; EVANGELISTA
DENTAL GROUP HUNTINGTON
BEACH, PC; EVANGELISTA DENTAL
GROUP LA JOLLA, PC; EVANGELISTA
DENTAL GROUP LA MESA, PC;
EVANGELISTA DENTAL GROUP
LIVERMORE II, PC; EVANGELISTA
DENTAL GROUP LIVERMORE, PC;

Case No.

COMPLAINT FOR:

- (1) VIOLATION OF PRIVATE ATTORNEY
GENERAL ACT OF 2004
("PAGA")(LAB. CODE § 2698, *et seq.*);**
- (2) UNLAWFUL AND/OR UNFAIR
BUSINESS PRACTICES (CAL. BUS. &
PROF. CODE §§ 17200, *et seq.*)("UCL")**

DEMAND FOR JURY TRIAL

1 EVANGELISTA DENTAL GROUP
2 MILPITAS, PC; EVANGELISTA
3 DENTAL GROUP MISSION BLVD, PC;
4 EVANGELISTA DENTAL GROUP NAPA
5 VILLA, PC; EVANGELISTA DENTAL
6 GROUP NAPA, PC; EVANGELISTA
7 DENTAL GROUP OAKLAND, PC;
8 EVANGELISTA DENTAL GROUP
9 PACIFICA, PC; EVANGELISTA
10 DENTAL GROUP PC, ANTIOCH;
11 EVANGELISTA DENTAL GROUP
12 PETALUMA, PC; EVANGELISTA
13 DENTAL GROUP PLEASANT HILL, PC;
14 EVANGELISTA DENTAL GROUP
15 PLEASANTON KOLL, PC;
16 EVANGELISTA DENTAL GROUP
17 PLEASANTON NEW DAY, PC;
18 EVANGELISTA DENTAL GROUP
19 POWAY, PC; EVANGELISTA DENTAL
20 GROUP REDWOOD CITY, PC;
21 EVANGELISTA DENTAL GROUP SAN
22 FRANCISCO 450 SUTTER, PC;
23 EVANGELISTA DENTAL GROUP SAN
24 FRANCISCO PINE, PC; EVANGELISTA
25 DENTAL GROUP SAN JOSE, PC;
26 EVANGELISTA DENTAL GROUP SAN
27 MATEO, PC; EVANGELISTA DENTAL
28 GROUP SAN RAMON C. LAKES, PC;
EVANGELISTA DENTAL GROUP
SANTA ROSA, PC; EVANGELISTA
DENTAL GROUP STUDIO CITY, PC;
EVANGELISTA DENTAL GROUP
WALNUT CREEK II, PC;
EVANGELISTA DENTAL GROUP
WALNUT CREEK, PC; EVANGELISTA
DENTAL PARTNERS SUNNYVALE PC;
individual RICHARD C. EVANGELISTA;
and DOES 1-100, inclusive,

Defendants.

1 Plaintiff Sara Zeidan bring this action on behalf of herself (“Plaintiff” or “Zeidan”), and as
2 a representative action, and on information and belief alleges against Defendants, DENTAL
3 FORCE MANAGEMENT, INC.; PLATINUM DENTAL PARTNERS, INC.; EVANGELISTA
4 DENTAL GROUP, INC.; EVANGELISTA DENTAL PARTNERS, INC.; EVANGELISTA
5 DENTAL SERVICES, INC.; RICHARD C. EVANGELISTA D.D.S., INC.; EVANGELISTA
6 DENTAL GROUP BERKELEY, PC; EVANGELISTA DENTAL GROUP CARLSBAD, PC;
7 EVANGELISTA DENTAL GROUP EL CAJON, PC; EVANGELISTA DENTAL GROUP
8 FAIRFIELD, PC; EVANGELISTA DENTAL GROUP FREMONT, PC; EVANGELISTA
9 DENTAL GROUP GREENBRAE, PC; EVANGELISTA DENTAL GROUP HILLCREST, PC;
10 EVANGELISTA DENTAL GROUP HUNTINGTON BEACH, PC; EVANGELISTA DENTAL
11 GROUP LA JOLLA, PC; EVANGELISTA DENTAL GROUP LA MESA, PC; EVANGELISTA
12 DENTAL GROUP LIVERMORE II, PC; EVANGELISTA DENTAL GROUP LIVERMORE,
13 PC; EVANGELISTA DENTAL GROUP MILPITAS, PC; EVANGELISTA DENTAL GROUP
14 MISSION BLVD, PC; EVANGELISTA DENTAL GROUP NAPA VILLA, PC;
15 EVANGELISTA DENTAL GROUP NAPA, PC; EVANGELISTA DENTAL GROUP
16 OAKLAND, PC; EVANGELISTA DENTAL GROUP PACIFICA, PC; EVANGELISTA
17 DENTAL GROUP PC, ANTIOCH; EVANGELISTA DENTAL GROUP PETALUMA, PC;
18 EVANGELISTA DENTAL GROUP PLEASANT HILL, PC; EVANGELISTA DENTAL
19 GROUP PLEASANTON KOLL, PC; EVANGELISTA DENTAL GROUP PLEASANTON
20 NEW DAY, PC; EVANGELISTA DENTAL GROUP POWAY, PC; EVANGELISTA DENTAL
21 GROUP REDWOOD CITY, PC; EVANGELISTA DENTAL GROUP SAN FRANCISCO 450
22 SUTTER, PC; EVANGELISTA DENTAL GROUP SAN FRANCISCO PINE, PC;
23 EVANGELISTA DENTAL GROUP SAN JOSE, PC; EVANGELISTA DENTAL GROUP SAN
24 MATEO, PC; EVANGELISTA DENTAL GROUP SAN RAMON C. LAKES, PC;
25 EVANGELISTA DENTAL GROUP SANTA ROSA, PC; EVANGELISTA DENTAL GROUP
26 STUDIO CITY, PC; EVANGELISTA DENTAL GROUP WALNUT CREEK II, PC;
27 EVANGELISTA DENTAL GROUP WALNUT CREEK, PC; EVANGELISTA DENTAL
28 PARTNERS SUNNYVALE PC; individual RICHARD C. EVANGELISTA (“Dr. Evangelista”);

1 and Does 1-100 (collectively “Defendants”) the following:

2 **NATURE OF THE CASE**

3 1. This case is brought as an individual action and as a representative action to
4 address Defendants’ violations of various California Labor Code sections and Unfair Competition
5 Law (“UCL”). This case also seeks the recovery of penalties under the California Labor Code
6 Private Attorney General Act of 2004 (“PAGA”), Cal. Labor Code § 2698, *et. seq.*

7 2. Plaintiff is a dentist who worked at one of Defendants’ dental clinics in Sunnyvale,
8 CA, from December 10, 2018 until approximately December 31, 2020, and intentionally
9 misclassified by Defendant as an “Independent Contractor”.

10 3. Plaintiff alleges the Defendants have for years engaged in a system of willful
11 violations of the California Labor Code by labeling dentist employees as “Independent
12 Contractors” when they are in fact employees.

13 4. Defendants acted intentionally and with deliberate indifference and conscious
14 disregard for the rights of Plaintiff, and other dentist employees, by intentionally misclassifying
15 their dentists as “Independent Contractors”, when in fact they were Defendants’ employees.
16 Defendants’ misclassification of Plaintiff and the other dentists violated Labor Code § 226.8 (“(a)
17 It is unlawful for any person or employer to engage in any of the following activities: (1) Willful
18 misclassification of an individual as an independent contractor ...”) and/or § 2753 (“(a) A
19 person who, for money or other valuable consideration, knowingly advises an employer to treat
20 an individual as an independent contractor to avoid employee status for that individual shall be
21 jointly and severally liable with the employer if the individual is found not to be an independent
22 contractor.”) In misclassifying Plaintiff and the other dentists, Defendants have denied them the
23 benefits and protections of California law.

24 5. California Labor Code §§ 2699 *et seq.*, the “Labor Code Private Attorneys
25 Generals Act” (“PAGA”), authorizes aggrieved employees, such as Plaintiff, to sue directly for
26 various civil penalties under the California Labor Code.

27 6. On **January 29, 2021**, Plaintiff provided written notice (“PAGA Notice”) and a
28 draft copy of this Complaint by certified mail and electronic filing to the California Labor and

1 Workforce Development Agency (“LWDA”), via the LWDA website, and to Defendants of the
2 specific provisions of the California Labor Code alleged to have been violated, including the facts
3 and theories to support the alleged violations, pursuant to California Labor Code §2699.3.

4 7. A true and correct copy of the **PAGA Notice** showing compliance with Labor
5 Code §2699.3 is attached hereto as **Exhibit A**. No notice of cure by Defendants was provided and
6 the LWDA has not provided Plaintiff with notice that it intends to investigate this violation,
7 although more than 65 days has elapsed (as of **April 5, 2021**) since the postmark date of
8 Plaintiff’s notice.

9 8. The policies, practices and customs of Defendants described herein have also
10 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
11 routinely adhere to the strictures of the California Labor Code, and thus violates the UCL. Section
12 17200 of the Business and Professions Code prohibits unfair competition by prohibiting unlawful,
13 unfair, or fraudulent business practices or acts. Defendants’ failure to adopt policies in
14 accordance and/or adherence with these laws, all of which are binding upon and burdensome to
15 Defendants’ competitors, engenders an unfair competitive advantage for Defendants, thereby
16 constituting an unfair business practice, as set forth in California Business and Professions Code
17 §§ 17200, *et seq.*

18 **JURISDICTION AND VENUE**

19 9. **Jurisdiction:** This Court has jurisdiction over this matter pursuant to the laws of
20 the State of California including Code of Civil Procedure § 410.10. Defendants own and/or lease
21 property in Contra Costa County. Defendant’s headquarters are located in San Ramon, California
22 in Contra Costa County. Defendants regularly do business in Contra Costa County. Defendants
23 employed and/or employ approximately 60 (sixty) Dentists within Contra Costa County and have
24 obtained the benefits of the laws of the State of California and the California labor market. This
25 Court has jurisdiction over Plaintiff’s claims for violating PAGA due to Defendants’ intentional
26 misclassification of its Dentists as independent contractors; and for injunctive relief and
27 restitution of ill-gotten benefits arising from Defendants’ unlawful business practices.
28

10. **Venue:** Venue is proper in this county pursuant to California Code of Civil Procedure §§395(a) and/or 395.5. Defendants are California Corporations and transact business and may be found within Contra Costa County. The unlawful acts, as well as the course of conduct alleged herein, occurred in Contra Costa County. Defendants maintain offices, transact business, have agents, and employ numerous employees in Contra Costa County, and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have had a direct effect on Plaintiff and those similarly situated within the State of California and within Contra Costa County.

THE PARTIES

11. **Plaintiff Sara Zeidan (“Zeidan”)** – Zeidan is a single adult female residing in Sunnyvale, California. Plaintiff graduated San Francisco State University with a degree in microbiology and a minor in chemistry. She received her Doctor of Dental Surgery from New York University dental school. From approximately December 10, 2018 to December 31, 2020 Defendants employed Plaintiff as a Dentist and labeled her/misclassified her as an “Independent Contractor.” Defendants also misclassified her, and other Dentists, as “Independent Contractors” despite controlling almost every aspect of their work (i.e. rate of pay, hours, work, providing training, instructions, tools and supplies, etc.).

12. **Defendant Dental Force Management, Inc. (“Dental Force”)** – At all relevant times, Defendant Dental Force was and is a corporation organized under the laws of California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and was acting within the course and scope of that relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this Complaint have been occurring for over on year prior to providing the PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant is, and at all relevant times has been, an employer subject to the California Labor Code.

1 13. **Platinum Dental Partners, Inc.** – At all relevant times, Defendant Platinum
2 Dental Partners, Inc. was and is a corporation organized under the laws of California with its
3 principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant
4 is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of
5 the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and
6 was acting within the course and scope of that relationship. Defendant has employed and
7 currently employs dentist(s) intentionally mislabeled by Defendants as “Independent
8 Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this
9 Complaint have been occurring for over on year prior to providing the PAGA Notice identified
10 herein, and are currently applied by Defendants in California. Defendant is, and at all relevant
11 times has been, an employer subject to the California Labor Code.

12 14. **Evangelista Dental Group, Inc.** – At all relevant times, Defendant Evangelista
13 Dental Group, Inc. was and is a corporation organized under the laws of California with its
14 principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant
15 is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of
16 the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and
17 was acting within the course and scope of that relationship. Defendant has employed and
18 currently employs dentist(s) intentionally mislabeled by Defendants as “Independent
19 Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this
20 Complaint have been occurring for over on year prior to providing the PAGA Notice identified
21 herein, and are currently applied by Defendants in California. Defendant is, and at all relevant
22 times has been, an employer subject to the California Labor Code.

23 15. **Evangelista Dental Partners, Inc.** – At all relevant times, Defendant Evangelista
24 Dental Partners, Inc. was and is a corporation organized under the laws of California with its
25 principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant
26 is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of
27 the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and
28 was acting within the course and scope of that relationship. Defendant has employed and

1 currently employs dentist(s) intentionally mislabeled by Defendants as “Independent
2 Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this
3 Complaint have been occurring for over on year prior to providing the PAGA Notice identified
4 herein, and are currently applied by Defendants in California. Defendant is, and at all relevant
5 times has been, an employer subject to the California Labor Code.

6 16. **Evangelista Dental Services, Inc.** – At all relevant times, Defendant Evangelista
7 Dental Services, Inc. was and is a corporation organized under the laws of California with its
8 principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583. Defendant
9 is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant is part of
10 the Defendant Dr. Evangelista dental practice and joint venture of the remaining Defendants and
11 was acting within the course and scope of that relationship. Defendant has employed and
12 currently employs dentist(s) intentionally mislabeled by Defendants as “Independent
13 Contractor(s)”. Plaintiff alleges that the practices and policies that are complained of in this
14 Complaint have been occurring for over on year prior to providing the PAGA Notice identified
15 herein, and are currently applied by Defendants in California. Defendant is, and at all relevant
16 times has been, an employer subject to the California Labor Code.

17 17. **Richard C. Evangelista D.D.S., Inc.** – At all relevant times, Defendant Richard
18 C. Evangelista D.D.S., Inc. was and is a corporation organized under the laws of California with
19 its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA 94583.
20 Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista. Defendant
21 is part of the Defendant Dr. Evangelista dental practice and joint venture of the remaining
22 Defendants and was acting within the course and scope of that relationship. Defendant has
23 employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 18. **Evangelista Dental Group Berkeley, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Berkeley, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 19. **Evangelista Dental Group Carlsbad, PC** – At all relevant times, Defendant
13 Evangelista Dental Group Carlsbad, PC was and is a corporation organized under the laws of
14 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
15 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
16 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
17 remaining Defendants and was acting within the course and scope of that relationship. Defendant
18 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
19 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
20 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
21 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
22 relevant times has been, an employer subject to the California Labor Code.

23 20. **Evangelista Dental Group El Cajon, PC** – At all relevant times, Defendant
24 Evangelista Dental Group El Cajon, PC was and is a corporation organized under the laws of
25 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
26 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
27 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
28 remaining Defendants and was acting within the course and scope of that relationship. Defendant

1 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
2 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
3 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
4 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
5 relevant times has been, an employer subject to the California Labor Code.

6 21. **Evangelista Dental Group Fairfield, PC** – At all relevant times, Defendant
7 Evangelista Dental Group Fairfield, PC was and is a corporation organized under the laws of
8 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
9 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
10 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
11 remaining Defendants and was acting within the course and scope of that relationship. Defendant
12 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
13 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
14 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
15 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
16 relevant times has been, an employer subject to the California Labor Code.

17 22. **Evangelista Dental Group Fremont, PC** – At all relevant times, Defendant
18 Evangelista Dental Group Fremont, PC was and is a corporation organized under the laws of
19 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
20 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
21 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
22 remaining Defendants and was acting within the course and scope of that relationship. Defendant
23 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 23. **Evangelista Dental Group Greenbrae, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Greenbrae, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 24. **Evangelista Dental Group Hillcrest, PC** – At all relevant times, Defendant
13 Evangelista Dental Group Hillcrest, PC was and is a corporation organized under the laws of
14 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
15 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
16 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
17 remaining Defendants and was acting within the course and scope of that relationship. Defendant
18 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
19 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
20 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
21 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
22 relevant times has been, an employer subject to the California Labor Code.

23 25. **Evangelista Dental Group Huntington Beach, PC** – At all relevant times,
24 Defendant Evangelista Dental Group Huntington Beach, PC was and is a corporation organized
25 under the laws of California with its principal place of business at 2633 Camino Ramon, Suite
26 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual
27 Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice
28 and joint venture of the remaining Defendants and was acting within the course and scope of that

1 relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled
2 by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that
3 are complained of in this Complaint have been occurring for over on year prior to providing the
4 PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant
5 is, and at all relevant times has been, an employer subject to the California Labor Code.

6 **26. Evangelista Dental Group La Jolla, PC** – At all relevant times, Defendant
7 Evangelista Dental Group La Jolla, PC was and is a corporation organized under the laws of
8 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
9 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
10 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
11 remaining Defendants and was acting within the course and scope of that relationship. Defendant
12 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
13 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
14 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
15 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
16 relevant times has been, an employer subject to the California Labor Code.

17 **27. Evangelista Dental Group La Mesa, PC** – At all relevant times, Defendant
18 Evangelista Dental Group La Mesa, PC was and is a corporation organized under the laws of
19 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
20 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
21 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
22 remaining Defendants and was acting within the course and scope of that relationship. Defendant
23 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 28. **Evangelista Dental Group Livermore II, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Livermore II, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 29. **Evangelista Dental Group Livermore, PC** – At all relevant times, Defendant
13 Evangelista Dental Group Livermore, PC was and is a corporation organized under the laws of
14 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
15 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
16 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
17 remaining Defendants and was acting within the course and scope of that relationship. Defendant
18 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
19 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
20 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
21 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
22 relevant times has been, an employer subject to the California Labor Code.

23 30. **Evangelista Dental Group Milpitas, PC** – At all relevant times, Defendant
24 Evangelista Dental Group Milpitas, PC was and is a corporation organized under the laws of
25 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
26 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
27 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
28 remaining Defendants and was acting within the course and scope of that relationship. Defendant

1 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
2 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
3 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
4 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
5 relevant times has been, an employer subject to the California Labor Code.

6 31. **Evangelista Dental Group Mission Blvd, PC** – At all relevant times, Defendant
7 Evangelista Dental Group Mission Blvd, PC was and is a corporation organized under the laws of
8 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
9 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
10 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
11 remaining Defendants and was acting within the course and scope of that relationship. Defendant
12 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
13 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
14 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
15 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
16 relevant times has been, an employer subject to the California Labor Code.

17 32. **Evangelista Dental Group Napa Villa, PC** – At all relevant times, Defendant
18 Evangelista Dental Group Napa Villa, PC was and is a corporation organized under the laws of
19 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
20 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
21 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
22 remaining Defendants and was acting within the course and scope of that relationship. Defendant
23 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 33. **Evangelista Dental Group Napa, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Napa, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 34. **Evangelista Dental Group Oakland, PC** – At all relevant times, Defendant
13 Evangelista Dental Group Oakland, PC was and is a corporation organized under the laws of
14 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
15 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
16 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
17 remaining Defendants and was acting within the course and scope of that relationship. Defendant
18 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
19 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
20 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
21 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
22 relevant times has been, an employer subject to the California Labor Code.

23 35. **Evangelista Dental Group Pacifica, PC** – At all relevant times, Defendant
24 Evangelista Dental Group Pacifica, PC was and is a corporation organized under the laws of
25 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
26 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
27 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
28 remaining Defendants and was acting within the course and scope of that relationship. Defendant

1 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
2 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
3 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
4 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
5 relevant times has been, an employer subject to the California Labor Code.

6 **36. Evangelista Dental Group PC, Antioch** – At all relevant times, Defendant
7 Evangelista Dental Group PC, Antioch was and is a corporation organized under the laws of
8 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
9 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
10 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
11 remaining Defendants and was acting within the course and scope of that relationship. Defendant
12 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
13 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
14 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
15 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
16 relevant times has been, an employer subject to the California Labor Code.

17 **37. Evangelista Dental Group Petaluma, PC** – At all relevant times, Defendant
18 Evangelista Dental Group Petaluma, PC was and is a corporation organized under the laws of
19 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
20 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
21 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
22 remaining Defendants and was acting within the course and scope of that relationship. Defendant
23 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
24 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
25 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
26 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
27 relevant times has been, an employer subject to the California Labor Code.

1 38. **Evangelista Dental Group Pleasant Hill, PC** – At all relevant times, Defendant
2 Evangelista Dental Group Pleasant Hill, PC was and is a corporation organized under the laws of
3 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
4 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
5 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
6 remaining Defendants and was acting within the course and scope of that relationship. Defendant
7 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
8 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
9 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
10 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
11 relevant times has been, an employer subject to the California Labor Code.

12 39. **Evangelista Dental Group Pleasanton Knoll, PC** – At all relevant times,
13 Defendant Evangelista Dental Group Pleasanton Knoll, PC was and is a corporation organized
14 under the laws of California with its principal place of business at 2633 Camino Ramon, Suite
15 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual
16 Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice
17 and joint venture of the remaining Defendants and was acting within the course and scope of that
18 relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled
19 by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that
20 are complained of in this Complaint have been occurring for over on year prior to providing the
21 PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant
22 is, and at all relevant times has been, an employer subject to the California Labor Code.

23 40. **Evangelista Dental Group Pleasanton New Day, PC** – At all relevant times,
24 Defendant Evangelista Dental Group Pleasanton New Day, PC was and is a corporation
25 organized under the laws of California with its principal place of business at 2633 Camino
26 Ramon, Suite 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by
27 individual Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental
28 practice and joint venture of the remaining Defendants and was acting within the course and

1 scope of that relationship. Defendant has employed and currently employs dentist(s) intentionally
2 mislabeled by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and
3 policies that are complained of in this Complaint have been occurring for over on year prior to
4 providing the PAGA Notice identified herein, and are currently applied by Defendants in
5 California. Defendant is, and at all relevant times has been, an employer subject to the California
6 Labor Code.

7 **41. Evangelista Dental Group Poway, PC** – At all relevant times, Defendant
8 Evangelista Dental Group Poway, PC was and is a corporation organized under the laws of
9 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
10 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
11 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
12 remaining Defendants and was acting within the course and scope of that relationship. Defendant
13 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
14 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
15 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
16 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
17 relevant times has been, an employer subject to the California Labor Code.

18 **42. Evangelista Dental Group Redwood City, PC** – At all relevant times, Defendant
19 Evangelista Dental Group Redwood City, PC was and is a corporation organized under the laws
20 of California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon,
21 CA 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
22 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
23 remaining Defendants and was acting within the course and scope of that relationship. Defendant
24 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
25 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
26 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
27 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
28 relevant times has been, an employer subject to the California Labor Code.

1 **43. Evangelista Dental Group San Francisco 450 Sutter, PC** – At all relevant times,
2 Defendant Evangelista Dental Group San Francisco 450 Sutter, PC was and is a corporation
3 organized under the laws of California with its principal place of business at 2633 Camino
4 Ramon, Suite 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by
5 individual Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental
6 practice and joint venture of the remaining Defendants and was acting within the course and
7 scope of that relationship. Defendant has employed and currently employs dentist(s) intentionally
8 mislabeled by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and
9 policies that are complained of in this Complaint have been occurring for over on year prior to
10 providing the PAGA Notice identified herein, and are currently applied by Defendants in
11 California. Defendant is, and at all relevant times has been, an employer subject to the California
12 Labor Code.

13 **44. Evangelista Dental Group San Francisco Pine, PC** – At all relevant times,
14 Defendant Evangelista Dental Group San Francisco Pine, PC. was and is a corporation organized
15 under the laws of California with its principal place of business at 2633 Camino Ramon, Suite
16 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual
17 Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice
18 and joint venture of the remaining Defendants and was acting within the course and scope of that
19 relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled
20 by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that
21 are complained of in this Complaint have been occurring for over on year prior to providing the
22 PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant
23 is, and at all relevant times has been, an employer subject to the California Labor Code.

24 **45. Evangelista Dental Group San Jose, PC** – At all relevant times, Defendant
25 Evangelista Dental Group San Jose, PC was and is a corporation organized under the laws of
26 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
27 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
28 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the

1 remaining Defendants and was acting within the course and scope of that relationship. Defendant
2 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
3 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
4 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
5 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
6 relevant times has been, an employer subject to the California Labor Code.

7 **46. Evangelista Dental Group San Mateo, PC** –At all relevant times, Defendant
8 Evangelista Dental Group San Mateo, PC was and is a corporation organized under the laws of
9 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
10 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
11 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
12 remaining Defendants and was acting within the course and scope of that relationship. Defendant
13 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
14 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
15 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
16 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
17 relevant times has been, an employer subject to the California Labor Code.

18 **47. Evangelista Dental Group San Ramon C. Lakes, PC** – At all relevant times,
19 Defendant Evangelista Dental Group San Ramon C. Lakes, PC was and is a corporation
20 organized under the laws of California with its principal place of business at 2633 Camino
21 Ramon, Suite 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by
22 individual Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental
23 practice and joint venture of the remaining Defendants and was acting within the course and
24 scope of that relationship. Defendant has employed and currently employs dentist(s) intentionally
25 mislabeled by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and
26 policies that are complained of in this Complaint have been occurring for over on year prior to
27 providing the PAGA Notice identified herein, and are currently applied by Defendants in
28

1 California. Defendant is, and at all relevant times has been, an employer subject to the California
2 Labor Code.

3 48. **Evangelista Dental Group Santa Rosa, PC** – At all relevant times, Defendant
4 Evangelista Dental Group Santa Rosa, PC was and is a corporation organized under the laws of
5 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
6 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
7 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
8 remaining Defendants and was acting within the course and scope of that relationship. Defendant
9 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
10 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
11 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
12 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
13 relevant times has been, an employer subject to the California Labor Code.

14 49. **Evangelista Dental Group Studio City, PC** – At all relevant times, Defendant
15 Evangelista Dental Group Studio City, PC was and is a corporation organized under the laws of
16 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
17 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
18 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
19 remaining Defendants and was acting within the course and scope of that relationship. Defendant
20 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
21 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
22 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
23 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
24 relevant times has been, an employer subject to the California Labor Code.

25 50. **Evangelista Dental Group Walnut Creek II, PC** – At all relevant times,
26 Defendant Evangelista Dental Group Walnut Creek II, PC was and is a corporation organized
27 under the laws of California with its principal place of business at 2633 Camino Ramon, Suite
28 455, San Ramon, CA 94583. Defendant is owned, operated, and managed by individual

1 Defendant Dr. Evangelista. Defendant is part of the Defendant Dr. Evangelista dental practice
2 and joint venture of the remaining Defendants and was acting within the course and scope of that
3 relationship. Defendant has employed and currently employs dentist(s) intentionally mislabeled
4 by Defendants as “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that
5 are complained of in this Complaint have been occurring for over on year prior to providing the
6 PAGA Notice identified herein, and are currently applied by Defendants in California. Defendant
7 is, and at all relevant times has been, an employer subject to the California Labor Code.

8 **51. Evangelista Dental Group Walnut Creek, PC** – At all relevant times, Defendant
9 Evangelista Dental Group Walnut Creek, PC was and is a corporation organized under the laws of
10 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
11 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
12 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
13 remaining Defendants and was acting within the course and scope of that relationship. Defendant
14 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
15 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
16 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
17 identified herein, and are currently applied by Defendants in California. Defendant is, and at all
18 relevant times has been, an employer subject to the California Labor Code.

19 **52. Evangelista Dental Partners Sunnyvale, PC** – At all relevant times, Defendant
20 Evangelista Dental Partners Sunnyvale, PC was and is a corporation organized under the laws of
21 California with its principal place of business at 2633 Camino Ramon, Suite 455, San Ramon, CA
22 94583. Defendant is owned, operated, and managed by individual Defendant Dr. Evangelista.
23 Defendant is part of the Defendant Dr. Evangelista dental practice and joint venture of the
24 remaining Defendants and was acting within the course and scope of that relationship. Defendant
25 has employed and currently employs dentist(s) intentionally mislabeled by Defendants as
26 “Independent Contractor(s)”. Plaintiff alleges that the practices and policies that are complained
27 of in this Complaint have been occurring for over on year prior to providing the PAGA Notice
28

identified herein, and are currently applied by Defendants in California. Defendant is, and at all relevant times has been, an employer subject to the California Labor Code.

53. **Defendant Richard C. Evangelista (“Dr. Evangelista”):** At all relevant times, Defendant Dr. Evangelista was and is an adult male individual and the owner, operator, director, officer, or managing agent of the Defendants. Dr. Evangelista is listed on Defendants’ public filings as the Chief Executive Officer (CEO) and Secretary. He is a California licensed Dentist. He is as a resident of San Ramon, CA in Contra Costa, County. He has and currently employs dozens of dentists in California. Plaintiff alleges that the practices and policies that are complained of in this Complaint have been occurring for over on year prior to providing the PAGA Notice identified herein, and are currently applied by Defendants in California. Dr. Evangelista is, and at all relevant times has been, an employer subject to the California Labor Code. Under Labor Code § 558.1 Dr. Evangelista has individual liability as a “natural person who is an owner, director, officer, or managing agent of the employer” who violated or caused to be violated the various wage and hour laws in the Labor Code identified herein including but not limited to Labor Code § 226 (wage statement violations).

FICTITIOUS DEFENDANTS

54. Defendants Does 1-100, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff at this time. When their true names and capacities are ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities. Plaintiff is informed and believes, and thereon alleges that each of the fictitiously-named Defendants is responsible in some manner for the occurrences alleged herein and that Plaintiff's damages and penalties alleged herein were proximately caused by such Defendants.

AGENCY

55. Plaintiff is informed, believes, and thereon alleges that each of the Defendants herein was, at all times relevant in this action, the agent, employee, representing partner, and/or joint venture of the remaining Defendants and was acting within the course and scope of that relationship. Plaintiff is further informed, believes, and thereon alleges that each of the

Defendants herein gave consent to, ratified, and authorized the acts alleged herein to the remaining Defendants.

FACTS COMMON TO ALL CAUSES OF ACTION

56. Beginning in approximately 2014, Defendant Dr. Richard Evangelista began creating a network of over 35+ interrelated companies that owned and operated dental clinics located in the state of California.

57. The network of these interrelated companies located within the state of California currently include the following entities:

- DENTAL FORCE MANAGEMENT, INC.;
- PLATINUM DENTAL PARTNERS, INC.;
- EVANGELISTA DENTAL GROUP, INC.;
- EVANGELISTA DENTAL PARTNERS, INC.;
- EVANGELISTA DENTAL SERVICES, INC.;
- RICHARD C. EVANGELISTA D.D.S., INC.;
- EVANGELISTA DENTAL GROUP BERKELEY, PC;
- EVANGELISTA DENTAL GROUP CARLSBAD, PC;
- EVANGELISTA DENTAL GROUP EL CAJON, PC;
- EVANGELISTA DENTAL GROUP FAIRFIELD, PC;
- EVANGELISTA DENTAL GROUP FREMONT, PC;
- EVANGELISTA DENTAL GROUP GREENBRAE, PC;
- EVANGELISTA DENTAL GROUP HILLCREST, PC;
- EVANGELISTA DENTAL GROUP HUNTINGTON BEACH, PC;
- EVANGELISTA DENTAL GROUP LA JOLLA, PC;
- EVANGELISTA DENTAL GROUP LA MESA, PC;
- EVANGELISTA DENTAL GROUP LIVERMORE II, PC;
- EVANGELISTA DENTAL GROUP LIVERMORE, PC;
- EVANGELISTA DENTAL GROUP MILPITAS, PC;
- EVANGELISTA DENTAL GROUP MISSION BLVD, PC;

- EVANGELISTA DENTAL GROUP NAPA VILLA, PC;
- EVANGELISTA DENTAL GROUP NAPA, PC;
- EVANGELISTA DENTAL GROUP OAKLAND, PC;
- EVANGELISTA DENTAL GROUP PACIFICA, PC;
- EVANGELISTA DENTAL GROUP PC, ANTIOCH;
- EVANGELISTA DENTAL GROUP PETALUMA, PC;
- EVANGELISTA DENTAL GROUP PLEASANT HILL, PC;
- EVANGELISTA DENTAL GROUP PLEASANTON KOLL, PC;
- EVANGELISTA DENTAL GROUP PLEASANTON NEW DAY, PC;
- EVANGELISTA DENTAL GROUP POWAY, PC;
- EVANGELISTA DENTAL GROUP REDWOOD CITY, PC;
- EVANGELISTA DENTAL GROUP SAN FRANCISCO 450 SUTTER, PC;
- EVANGELISTA DENTAL GROUP SAN FRANCISCO PINE, PC;
- EVANGELISTA DENTAL GROUP SAN JOSE, PC;
- EVANGELISTA DENTAL GROUP SAN MATEO, PC;
- EVANGELISTA DENTAL GROUP SAN RAMON C. LAKES, PC;
- EVANGELISTA DENTAL GROUP SANTA ROSA, PC;
- EVANGELISTA DENTAL GROUP STUDIO CITY, PC;
- EVANGELISTA DENTAL GROUP WALNUT CREEK II, PC;
- EVANGELISTA DENTAL GROUP WALNUT CREEK, PC;
- EVANGELISTA DENTAL PARTNERS SUNNYVALE PC

58. In total, there are approximately 60 dentists within the state of California who work for and are employed by this single network of dental clinics and management companies.

59. At all times relevant to this complaint, every single one of the named Defendants had and continues to have the same CEO, the founder and namesake Defendant Dr. Richard Evangelista. In addition, at all times relevant to this complaint, every single one of the Defendants has had the same principal place of business in San Ramon, California and has had the same registered agent for service of process.

1 60. At all times relevant to this complaint, Defendant Dental Force acted as a co-
2 employer and/or joint employer to the nearly 60 dentists employed or formerly employed by this
3 network of dental clinics.

4 61. Each of the dental clinics has a contractual relationship with Dental Force. Under
5 these contracts, Dental Force provides administrative services, dentist recruiting, training and
6 management. The CEO of Dental Force is also Defendant Dr. Richard Evangelista who acts as
7 the CEO of Dental Force and is also the President/CEO/owner for each of the Defendant dental
8 clinics.

9 62. Defendants have for years intentionally misclassified its dentists as Independent
10 Contractors in violation of Labor Code § 226.8 and/or §2753, and, in so doing, have denied them
11 the benefits and protections of California employment law.

12 **PLAINTIFF’S MISCLASSIFICATION AS AN “INDEPENDENT CONTRACTOR”**

13 63. Plaintiff Zeidan is a licensed Dentist in the state of California. On or about
14 December 10, 2018, Plaintiff entered into contract with “Evangelista Dental Group PC” with the
15 title: “Independent Contractor Agreement.” Plaintiff alleges this is the same and/or similar
16 agreement provided to the Defendants’ misclassified dentists employees.

17 64. Pursuant to this agreement, Plaintiff was employed by Defendants as a Dentist
18 providing typical dental services for Defendants’ network of dental clinics. Defendants
19 purportedly hired Plaintiff as an “Independent Contractor” despite the fact that Defendants
20 retained control over almost every aspects of her work (and other “Independent Contractor”
21 dentists) including but not limited to the rate of pay, hours of work, training, instructions, and
22 tools and supplies.

23 65. Indeed, the terms of this purported “Independent Contractor Agreement”
24 demonstrate that the nature of Plaintiff’s relationship with Defendants was an employer/employee
25 relationship due to the amount of control Defendants exercised over Plaintiff’s working
26 conditions. For example, the “Independent Contractor Agreement” required Plaintiff to:

- 27 • “Refer to the in-house specialist when providing patients with options for dental
28 specialists”

- “Attend at least six (6) dentist meetings each year”
- “Complete at least 16 work days each month.”

66. The purported “Independent Contractor Agreement” also dictated that Plaintiff “must not be late for appointments, provide substandard dental services, violate the anti-harassment policies established by the dental office....” As indicated in the “Independent Contractor Agreement” Defendants provided Plaintiff and the other dentists with “a copy of the anti-harassment policy” and, as noted, expected Plaintiff and the other dentists to follow this anti-harassment policy.

67. In addition, Defendants exercised control over other behaviors of Plaintiff and the other misclassified dentists. The “Independent Contractor Agreement” prohibited Plaintiff from “defaming” or “slandering” the Defendants, “its staff or other dentists providing services” to the Defendants.

68. By intentionally misclassifying Plaintiff, and other dentists, as independent contractors in violation of Labor Code § 226.8 and/or §2753, Defendants purposely and willfully attempted to avoid their obligations under California labor law. If an employer is found to have engaged in a pattern or practice of willful independent contractor misclassification, the employer can be fined \$10,000 to \$25,000 per incident in addition to other penalties authorized by law.

69. **The *Borello* Economic Realities Test Applies to Plaintiff.** Historically, for decades, California courts had applied the “multi-factor” or the “economic realities” test adopted by the California Supreme Court in the case of *S. G. Borello & Sons, Inc. v Dept. of Industrial Relations* (1989) 48 Cal.3d 341. Despite recent changes to California law regarding the status of independent contractors, persons employed as dentists are still evaluated under the *Borello* test (Labor Code § 2750.3(b)(2)).

70. In applying the *Borello* test, the most significant factor to be considered is whether the person to whom service is rendered (the employer or principal – here Defendants) has control or the right to control the worker both as to the work done and the manner and means in which it is performed.

1 71. Here, Defendants exercised control over Plaintiff's work, how that work was to be
2 done, and when that work was to be done. Furthermore, Defendants provided Plaintiff with tools
3 and equipment, and the location to perform the work.

4 72. As noted above, Plaintiff and the other dentists were classified as Independent
5 Contractors and signed a purported "Independent Contractor Agreement." This purported
6 "Independent Contractor Agreement" shows that the nature of Plaintiff's relationship with
7 Defendants was an employer/employee relationship due to the amount of control Defendants
8 exercised over Plaintiff's working conditions. For example, the "Independent Contractor
9 Agreement" required Plaintiff to:

- 10 • "Refer to the in-house specialist when providing patients with options for dental
11 specialists"
- 12 • "Attend at least six (6) dentist meetings each year"
- 13 • "Complete at least 16 work days each month."

14 73. The purported "Independent Contractor Agreement" also dictated that Plaintiff
15 "must not be late for appointments, provide substandard dental services, violate the anti-
16 harassment policies established by the dental office...." As indicated in the "Independent
17 Contractor Agreement" Defendants provided Plaintiff and the other dentists with "a copy of the
18 anti-harassment policy" and, as noted, expected Plaintiff and the other dentists to follow this anti-
19 harassment policy.

20 74. In addition, Defendants exercised control over other behaviors of Plaintiff and the
21 other dentists. The "Independent Contractor Agreement" prohibited Plaintiff from "defaming" or
22 "slandering" the Defendants, "its staff or other dentists providing services" to the Defendants.

23 75. Besides controlling these aspects of Plaintiff's job, Defendants also provided
24 detailed instructions to Plaintiff and the other dentists on how to do their job. In fact, it was made
25 clear to Plaintiff during her initial interview with Defendant Dr. Evangelista that he was the
26 owner of this network of dental clinics, that he would teach her how to interact with patients, and
27 that he dictated the means and manner of Plaintiff's work.

1 76. Defendants provided Plaintiff and the other Dentists protocols on how to do their
2 jobs. These protocols instructed Plaintiff and the other dentists on how to introduce themselves to
3 patients, how long to shake hands, how to develop rapport, how to conduct the exam, and how to
4 handoff the patient to the hygienist. These protocols also provided the dentist with a script on
5 what to say and detailed examples on tactics to help develop rapport. These protocols were a key
6 feature of Defendants practice. Below is the relevant language from these protocols describing
7 how Defendants dictated the manner Plaintiff and the other dentists were to perform their jobs:

- 8 • “Doctor walks in and introduces himself. Extends his/ her hand, firm
9 handshake, at least hold for 1 second, looks patient in the eye, smiles and
10 says "Hi, I am Doctor (preferred name) Put your hand on their shoulders
11 to create a human connection. It’s nice to meet you. I’ll be doing your
12 exam today” Doctor will talk to patient, establish rapport. Example: “Do
13 you live in the area? What do you do for work? Are the rest of your family
14 patients here?”
- 15 • After rapport is established, Ask the hygienist, “How is (patient’s first
16 name) doing today?”
- 17 • Intraoral photos displayed on monitor
- 18 • Hygiene verbally reviews with doctor everything he/she sees (begins with
19 periodontal condition to condition of teeth) and explains references to
20 corresponding intraoral photos
- 21 • Doctor reviews medical history with patient
- 22 • Doctor lays patient back and confirms hygienist's concerns during exam. Starts
23 dialog with Hygienist. If doctor sees an issue that was not previously brought to
24 attention by Hygienist, Doctor explains issue to hygienist. Example: “Did you see
25 the food trap on #3?” Doctor will take more photos if needed. (Constant Dialog is
26 important)
- 27 • Upon completion of exam, doctor verbally reviews items listed on route slip and
28 exam checklist with patient and hygienist of treatment completed, pending

1 treatment, next visit, and desired time patient should return. Make sure 1st priority
2 is reviewed. (Quadrant Dentistry)

- 3 • Hygienist gives routing slip with the first priority treatment to front desk to create
4 treatment plan while doctor sits patient up to explain treatment. (Optional:
5 Hygienist/assistant will input treatment in Dentrrix).
- 6 • Doctor sits patient up, removes his/her loops and masks, looks patient in the eye,
7 and reviews 1st priority of treatment with patient. He/she will use the photos for
8 reference.
- 9 • Doctor presents opportunity for patients to stay same day for treatment.(Schedule
10 either today or tomorrow! If not, ASAP
- 11 • To hygienist: “Can you have (assistant name) set up the operatory for a crown and
12 we can take care of this for (patient) today while he/ she is here.”
 - 13 ○ Hygienist notifies assistant of possibility of same day treatment
 - 14 ○ Hygienist notifies front office team of possibility of same day treatment
 - 15 ○ Patient moves to treatment operatory
 - 16 ○ Practice Manager or Patient Care Coordinator presents treatment plan in
17 treatment operatory with patient
 - 18 ○ Patient accepts.
 - 19 ○ If patient declines, proceed to handoff
 - 20 ○ Hygienist breakdown and clean operatory and move on to the next
 - 21 ○ HANDOFF: Doctor or hygienist bring patient to the front:
- 22 • “(Patient first name) did great today. We completed (treatment rendered) and
23 (patient first name) did great. I'd like to see (patient first name) back for (next
24 visit-specify next visit) on (soonest possible). Can you tell (patient first name) how
25 they can win a sonicare?”

26 77. Dr. Richard Evangelista reiterated the importance of following his patient
27 protocols and the 7 steps of his patient protocol in an email to all dentists in October 2020. This
28 email stated:

- Hi Everyone, I have been going around to all the offices and it seems that many of you have never seen or are unaware of our Patient Flow Video. This video was given as a guide to patient interaction and customer service. The tools that are explained in the video have been the reason for my personal success and the success of this company. Below is a link to the video and invite you to watch and analyze it.
- <https://vimeo.com/bluebarncreative/review/295449141/65d7620fb4>
- This video has been an educational tool that I have taught to hundreds of dentists. I have countless stories of immediate success from dentist all over the country who follow these systems.
- I know the video is long but I wanted to help you pull out just the few main points that I would like you to implement immediately. I have broken it down to 7 steps that we want you to work on. Your Office managers will help make sure that we implement this in your office asap.
- Patient Protocol
 1. Hygienist/Assistant takes intraoral photos and puts on screen
 2. Doctor diagnose tooth by tooth by tooth to Hygienist/Assistant
 3. Patient is sat up when Doctor explains treatment eye to eye
 4. Route slip completely filled out with Priority #1
 5. Hygienist/Assistant brings route slip to OM/TC
 6. Doctor walks patient to front desk and waits for them to schedule next treatment
 7. OM/TC asks for new patient referral. At first glance it seems easy and may think you are already doing this. But from working with hundreds of doctors, I know it takes practice and dedication to make sure they are followed. If one step is missed, the system is broken and will not work. I assure you that if you get these few things down that your treatment presentation and acceptance will increase

1 dramatically. I can't wait to hear about your own personal success
2 stories after doing this in your own practice. Good luck and look
3 forward to seeing you all soon. Dr. Evangelista.

4 78. Defendants also required Plaintiffs and the other Dentists to use specific
5 laboratories for their cases and if they did not use the specific laboratories, Plaintiff and the other
6 Dentists were responsible for the cost.

7 79. In addition to controlling these details of Plaintiff's work, Defendants also
8 supervised and coached Plaintiff in her work. Much like the protocols, Defendants engaged in
9 extensive and detailed coaching of the Plaintiff and other dentists on how to develop rapport with
10 patients, how to explain dental treatment options and recommendations to patients, and providing
11 Plaintiff and the other dentists with common questions and answers.

12 80. Plaintiff had training sessions with Defendant Dr. Evangelista and other managers
13 in which they trained Plaintiff and provide coaching concerning the protocols. In addition,
14 Plaintiff and the other Dentists would have regular meetings at the San Ramon headquarters
15 where they would receive training, discuss cases and patients, and take courses in dentistry.
16 Plaintiff and the other Dentists were required to attend these meetings yet were not compensated
17 for attending them.

18 81. Defendants also required Plaintiff and the other Dentists to meet production goals.
19 Defendants constantly pressured Plaintiff and the other Dentists to meet their production goals.
20 With respect to Plaintiff, Defendants demanded a daily goal of \$5,000 per day of treatment
21 production. Every morning Plaintiff was required to participate in a "team huddle" during which
22 the office manager would review Plaintiff's acceptance rate, production, schedule, and also
23 provide advice on how to produce more for that day. Defendant Dr. Evangelista spoke to Plaintiff
24 about her production numbers personally.

25 82. Plaintiff was also subject to the needs of Defendants and the various network of
26 dental clinics Defendants owned and operated. For example, even though Plaintiff worked
27 primarily out of the Sunnyvale location, Defendants would transfer her to other clinics including
28 clinics in Milpitas and San Mateo clinics.

1 83. Other aspects of Plaintiff's relationship and the other Dentists' relationship with
2 Defendants show an employer/employee relationship. For example, Defendants paid a portion of
3 Plaintiff's health insurance. Defendants provided Plaintiff with her daily schedule and expected
4 Plaintiff to be in the office Monday through Friday 8am to 5pm. Finally, Defendants billed the
5 patients and collected the payments – Plaintiff did not have any role in the billing process.

6 84. Besides outlining the right to control, the *Borello* case also outlined additional
7 factors that may be considered when determining whether a person is an Independent Contractor
8 or employee:

9 85. Plaintiff and other Dentists are not in a Distinct Business from her Employer: Is
10 the person performing services engaged in an occupation or business distinct from that of the
11 principal? **ANSWER:** No. Plaintiff was not a contractor with independent and expert skills
12 distinct from Defendants providing a service. Defendants business is a dental practice providing
13 dental services. Plaintiff is a dentist. She was not engaged in an occupation or business distinct
14 from Defendant. She was a dentist simply providing dental services to Defendants' clients.

15 86. The Work Performed by Plaintiff and other Dentists was Part of Defendants'
16 Regular Business: Is the work part of the regular business of the principal or alleged employer?
17 **ANSWER:** Yes. Plaintiff's work in providing dental services is clearly part of the regular
18 business of Defendants considering Defendants run, manage, and operate dental clinics.

19 87. Defendants Provided the Instruments, Tools, and Place of Work for Plaintiff and
20 other Dentists: Did the principal or the worker supply the instrumentalities, tools, and the place
21 for the person doing the work? **ANSWER:** Defendants provided all tools and supplies for the
22 dental practices, including dental handpieces, burs, filling material, instruments, medicines, and
23 anything necessary for Plaintiff and the other dentists to perform the services and treatments for
24 their patients. Defendants also provided the actual dental clinics where Plaintiff and the other
25 dentists performed their work. Defendants provided Personal Protection Equipment (PPE) for
26 Plaintiff and the other dentists to allow them to return to work as Covid-19 restrictions eased
27 during the summer of 2020. Finally, Defendants provided hygienists and other support staff to
28 assist Plaintiff and the other Dentists.

1 88. Plaintiff and other Dentists Provided No Investment in Equipment/Materials: Did
2 the alleged employee invest in the equipment or materials required by his or her task? **ANSWER:**
3 No. Plaintiff did not invest in equipment or materials required by her tasks during employment.
4 All of these were provided by Defendants. Plaintiff was simply paid for her work.

5 89. Plaintiff and other Dentists Did not Perform Work Without Supervision: Is the
6 kind of occupation, with reference to whether, in the locality, the work is usually done under the
7 direction of the principal or by a specialist without supervision? **ANSWER:** While Plaintiff and
8 the dentists worked by themselves, they were required to meet with Defendants on regular basis
9 and Defendants reviewed the dentists' production numbers, treatment plans, and patient
10 communications. In addition, as noted above, Defendants provided Plaintiff and the other dentists
11 guidelines and detailed protocols on how to perform their jobs and interact with patients.

12 90. Plaintiff and other Dentists Provided No Managerial Skills: Is the alleged
13 employee's opportunity for profit or loss dependent on his or her managerial skill? **ANSWER:**
14 No. Plaintiff's opportunity for profit or loss was unrelated to any managerial skills, as Plaintiff
15 only provided dental services to Defendants' patients.

16 91. Plaintiff and other Dentists were Hired on an On-Going Basis: What is the length
17 of time for which the services are to be performed? **ANSWER:** Plaintiff provided services on an
18 going basis pursuant to a purported "Independent Contractor Agreement" even though the
19 agreement had no end date and required a 90 day notice period in order to terminate it.

20 92. Degree of Permanency: What was the degree of permanence of the working
21 relationship? **ANSWER:** The degree of permanence was unknown as the job was on an
22 ongoing basis with no end date.

23 93. Method of Payment: What was the method of payment, by time or by the job?
24 **ANSWER:** Defendant paid Plaintiff monthly via a 1099 form payment that failed to include all
25 required information per Labor Code 226 (i.e.gross wages earned, total hours worked by the
26 employee, the number of piece-rate units earned and any applicable piece rate if the employee is
27 paid on a piece-rate basis, all deductions, all applicable hourly rates, etc.) depending on the
28 services Plaintiff performed and completed.

1 94. Employer – Employee Relationship: Did the parties believe they were/are
2 creating an employer-employee relationship? **ANSWER:** Yes. Plaintiff thought she was
3 entering into an employer/employee relationship considering the fact that she had to meet certain
4 production numbers, and follow detailed guidelines, protocols, and instructions all of which she
5 received from Defendants.

6 95. Even where there is an absence of control over work details, an employer-
7 employee relationship will be found if (1) the principal retains pervasive control over the
8 operation as a whole, (2) the worker's duties are an integral part of the operation, and (3) the
9 nature of the work makes detailed control unnecessary. (*Yellow Cab Cooperative v. Workers*
10 *Compensation Appeals Board* (1991) 226 Cal.App.3d 1288)

11 96. Under California Business & Professions Code (“Cal. Bus. & Prof. Code”)
12 §§ 17200, *et seq.*, (the Unfair Competition Law or “UCL”) and pursuant to representative action
13 procedures provided for in these statutes, Plaintiff, on behalf of herself and all others represented
14 parties, also seeks any available injunctive relief and restitution of all benefits Defendants have
15 received from their misclassification.

16 97. At all times herein set forth, PAGA was applicable to the Plaintiff’s employment
17 by Defendants. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
18 employee,” who is any person that was employed by the alleged violator and against whom one
19 or more of the alleged violations was committed.

20 98. Plaintiff Zeidan was employed by Defendants and the Labor Code violations
21 alleged herein were committed against her during the time of her employment, and she is
22 therefore an aggrieved employee. Plaintiff Zeidan and other misclassified dentists, are
23 “aggrieved employees” as defined by California Labor Code §2699(c) in that they are all current
24 or former employees of Defendants, and one or more of the Labor Code violations alleged herein
25 were committed against them.

26 99. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
27 may pursue a civil action arising under PAGA after the following requirements have been met:

28 a. The aggrieved employee shall give written notice by certified mail (hereinafter

"Employee's Notice") to the California Labor and Workforce Development Agency ("LWDA") and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

- b. The LWDA shall provide notice to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within thirty (30) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within thirty-three (33) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

100. On **January 29, 2021**, Plaintiff provided a written PAGA Notice and draft copy of this Complaint with the PAGA claims by certified mail (and via the LWDA website) to the LWDA and to the employer Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to California Labor Code §2699.3.

101. Therefore, Plaintiff has complied with the PAGA written notice requirements set forth in California Labor Code §2699.3(a). No notice of cure by Defendants was provided and the LWDA has not provided Plaintiff with any LWDA Notice that it intends to investigate this violation, although more than 65 days have elapsed since the postmark date of the Employee's Notice. Therefore, as of **April 5, 2021** the administrative prerequisites under California Labor Code §2699.3(a) were satisfied for filing this Complaint with a "representative" cause of action for PAGA violations, as provided by California Code of Civil Procedures and recovery of civil penalties.

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1 **FIRST CAUSE OF ACTION**

2 **Violation of the Private Attorneys General Act of 2004**

3 **(California Labor Code §§ 2698, et. seq.)**

4 **(Plaintiff Against All Defendants)**

5 102. Plaintiff incorporates by reference and re-alleges each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 103. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover civil
9 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code § 2699.5.

10 104. Pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of
11 herself and other persons who are or were employed by the alleged violator and against whom
12 one or more of the alleged violations was committed. Plaintiff is therefore pursuing civil
13 penalties for violations of the Labor Code sections set forth herein.

14 105. One or more of the alleged violations set forth herein was committed against
15 Plaintiff, and Plaintiff is therefore an "aggrieved employee" under Labor Code Section 2699(c),
16 which provides in relevant part, "(c) For purposes of this part, "aggrieved employee" means any
17 person who was employed by the alleged violator and against whom one or more of the alleged
18 violations was committed."

19 106. PAGA provides as follows, "[n]otwithstanding any other provision of law, a
20 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
21 under this part at any time within 60 days of the time periods specified in this part."

22 107. Defendants' conduct, as alleged herein, violates numerous sections of the
23 California Labor Code, including, but not limited to, the following: Violation of Labor Code §
24 226.8,

25 108. Labor Code 226.8 states, in part,

26 "(a) It is unlawful for any person or employer to engage in any of the following
27 activities: (1) Willful misclassification of an individual as an independent
28 contractor ...

1 (b) If the Labor and Workforce Development Agency or a court issues a
2 determination that a person or employer has engaged in any of the enumerated
3 violations of subdivision (a), the person or employer shall be subject to a civil
4 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen
5 thousand dollars (\$15,000) for each violation, in addition to any other penalties or
6 fines permitted by law.

7 (c) If the Labor and Workforce Development Agency or a court issues a
8 determination that a person or employer has engaged in any of the enumerated
9 violations of subdivision (a) and the person or employer has engaged in or is
10 engaging in a pattern or practice of these violations, the person or employer shall
11 be subject to a civil penalty of not less than *ten thousand dollars (\$10,000) and not*
12 *more than twenty-five thousand dollars (\$25,000)* for each violation, in addition to
13 any other penalties or fines permitted by law. (Emphasis added). (Lab. Code, §
14 226.8).

15 109. While § 226.8 lacks any language demonstrating a legislative intent to establish a
16 private right of action, misclassified “Independent Contractors”, such as Plaintiff, may seek
17 penalties under PAGA claiming they were actual “employees,” as well as additional civil
18 penalties of up to \$25,000 per person when a company deliberately mislabels independent
19 contractors. *Noe v. Superior Court of Los Angeles County, et al.*, 237 Cal. App. 4th 316 (2015).

20 110. Under PAGA, an “aggrieved employee” may bring a civil action personally and on
21 behalf of other current or former employees to recover civil penalties for Labor Code violations.”
22 *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, (*Iskanian*). Under
23 the PAGA, 75% of any penalty the plaintiffs recover would go to the State. (See *Iskanian*,
24 *supra*, 59 Cal.4th at p. 380.) Thus, the UCL and the PAGA claims may provide remedies for
25 violation of § 226.8 that are qualitatively different than the penalties they might recover in a
26 direct action to enforce § 226.8. *Noe v. Superior Court* (2015) 237 Cal.App.4th 316, 325–326.

27 111. The courts have previously observed that the Legislature’s use of the term “civil
28 penalty,” unaccompanied by any language signifying that the penalty is to be paid to the

1 aggrieved employee, generally indicates that the penalties may only be enforced by the state's
2 labor law enforcement agencies or through a PAGA action. *Noe* at 338.

3 112. The Labor Code generally provides two distinct categories of “penalties”:
4 “statutory penalties ... for employer wage-and-hour violations [that are] recoverable directly by
5 employees” and “ ‘civil penalties’ ” that are “enforceable only by the state's labor law
6 enforcement agencies” or through a PAGA action. *Caliber Bodyworks v. Superior Court*
7 (2005), 134 Cal.App.4th 365, 378.)

8 113. Section 226.8 repeatedly refers to a “civil penalty” and includes no language
9 permitting a misclassified employee to collect the penalty directly. However, *Caliber*
10 demonstrates that where, as here, a Labor Code provision provides for a “civil penalty” and
11 contains no language suggesting the penalty is recoverable directly by employees, no private right
12 of action is available other than through a PAGA claim. *Noe v. Superior Court* (2015) 237
13 Cal.App.4th 316, 339. As that is the situation here, Plaintiff seeks § 226.8 civil penalties through
14 a PAGA cause of action for misclassification as an Independent Contract and failure to provided
15 accurate and timely wage statements (Labor Code § 226).

16 114. Defendants, at all times relevant to this complaint, were employers or persons
17 acting on behalf of an employer(s) who violated Plaintiffs and other aggrieved employees' rights
18 by violating various sections of the California Labor Code as set forth above.

19 115. As set forth above, Defendants have violated provisions of the California
20 Labor Code. Accordingly, Plaintiff seeks the remedies set forth in Labor Code for herself, the
21 State of California, and all other aggrieved employees. Pursuant to PAGA, Plaintiff, acting in the
22 public interest as a private attorney general, seeks assessment and collection of civil penalties for
23 Plaintiff and all aggrieved employees, and the State of California against Defendants, plus
24 reasonable attorneys’ fees and costs, pursuant to California Labor Code §§ 226, 226.8, C.C.P. §
25 1021.5, and California common law.

1 **SECOND CAUSE OF ACTION**

2 **Unfair Business Practices**

3 **(California Business & Professions Code §§ 17200-17208)**

4 **(Plaintiff Against All Defendants)**

5 116. Plaintiff brings this cause of action on behalf of herself as well as on behalf of the
6 general public, seeking equitable and statutory relief to stop the misconduct of Defendants, as
7 complained of herein, and to compel disgorgement of all profits obtained by Defendants through
8 the unfair, unlawful, and/or fraudulent business practices described herein.

9 117. The conduct of Defendants, as alleged herein, constitutes an unlawful business
10 practice as set forth in Business and Professions Code §§ 17200, *et seq.*

11 118. Specifically, Defendants conducted business activities while failing to comply
12 with California wage and hour laws as described in this Complaint. Defendants, and each of
13 them, have intentionally and improperly misclassified employees as Independent Contractors.
14 Section 17200 of the Business and Professions Code prohibits unfair competition by prohibiting
15 unlawful, unfair, or fraudulent business practices or acts. Defendants' failure to adopt policies in
16 accordance and/or adherence with these laws, all of which are binding upon and burdensome to
17 Defendants' competitors, engenders an unfair competitive advantage for Defendants, thereby
18 constituting an unfair business practice, as set forth in California Business and Professions Code
19 §§ 17200, *et seq.*

20 119. Defendants' conduct as alleged herein has damaged Plaintiff by intentionally
21 misclassifying employees as Independent Contractors. Such conduct was substantially injurious
22 to Plaintiff.

23 120. Under the circumstances alleged herein, it would be inequitable and result in a
24 miscarriage of justice for Defendants to continue to retain the property of Plaintiff, entitling
25 Plaintiff to restitution of the unfair benefits obtained and disgorgement of Defendants' ill-gotten
26 gains.

27 121. As a result of Defendants' unlawful and unfair business practices, Plaintiff is
28 entitled to, and hereby does, seek restitution and disgorgement of ill-gotten gains, including but

1 not limited to attorney's fees and cost, and other appropriate injunctive and other relief available
2 under California Business and Professions Code §§ 17200, *et seq.*

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiffs, on behalf of herself and the Proposed Class and
6 represented parties, pray for judgment and the following specific relief against Defendants, jointly
7 and separately as follows:

8 A. That the Court determine that this action may be maintained as a
9 representative action under PAGA;

10 B. That Defendants are found to have willfully misclassified as "Independent
11 Contractors" Plaintiff and other aggrieved employee dentists, and have therefore violated
12 California Labor Code § 226.8 and/or § 2753; and that all damages proximately caused by
13 Defendants' wrongful conduct be reimbursed and/or applicable penalties be awarded to the state
14 of California, Plaintiffs and the other aggrieved employees;

15 C. That Defendants are found to have violated the record-keeping provisions
16 of Labor Code §§ 226;

17 D. For penalties as provided, per violation, under the Private Attorneys
18 General Act (PAGA) Labor Code § 2699, *et seq.*, and distributed in accordance with the Act.

19 E. That the Defendants are found to have committed unfair and unlawful
20 business practices in violation of California Business & Professions Code §§ 17200, *et seq.*, by
21 their violations of the Labor Code and Wage Order(s) as described above;

22 F. That Defendants further be ordered and enjoined to cease and desist from
23 unlawful activities in violation of Business & Professions Code §§ 17200, *et seq.*;

24 G. That Defendants' violations as described above are found to have been
25 willful;

26 H. That Plaintiff and other aggrieved employees be awarded reasonable
27 attorneys' fees and costs;
28

1 I. That Plaintiff, and other aggrieved employees receive an award of such
2 other and further relief as this Court may deem appropriate.

3
4 Dated: January 29, 2021 DA VEGA | FISHER | MECHTENBERG LLP

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7 By: 

8 Ted Mechtenberg, SBN 21960
9 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a trial by jury for all issues so triable.

Dated: January 29, 2021 DA VEGA | FISHER | MECHTENBERG LLP

By: Ted Mechtenberg

Ted Mechtenberg, SBN 219602

Attorneys for Plaintiff