

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Yolanda Orozco

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIE GAONA,

Plaintiff,

vs.

ONE STOP DENTAL STUDIO INC.;
GEAT MENG; JOE LING; CHUN MENG;
and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: 21STCV33418

) COMPLAINT FOR DAMAGES FOR:

-) 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;
-) 2) FAILURE TO PAY MINIMUM WAGES;
-) 3) FAILURE TO PAY OVERTIME;
-) 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;
-) 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;
-) 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;
-) 7) VIOLATION OF LABOR CODE SECTION 558;
-) 8) FAILURE TO MAINTAIN ACCURATE RECORDS;
-) 9) FAILURE TO GIVE REST BREAKS;
-) 10) FAILURE TO GIVE MEAL BREAKS
-) 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");
-) 12) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;
-) 13) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, MARIE GAONA (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants ONE STOP DENTAL STUDIO INC.; GEAT MENG; JOE LING; CHUN MENG, and DOES 1 to 25, inclusive, do business in the County of Los Angeles and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant ONE STOP DENTAL STUDIO INC. is and was a California corporation, doing business in Los Angeles County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant GEAT MENG is male resident of the County of Los Angeles, State of California, and an owner, director, officer, and/or managing agent of Defendant ONE STOP DENTAL STUDIO INC. Plaintiff is informed and believes and thereon alleges that GEAT MENG managed and was directly involved in the day-to-day operations of ONE STOP DENTAL STUDIO INC. and is being included in this lawsuit pursuant to Labor Code Section 558.1.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant JOE LING is a male resident of the County of Los Angeles, State of California, and an owner, director, officer, and/or managing agent of Defendant ONE STOP DENTAL STUDIO INC. Plaintiff is informed and believes and thereon alleges that JOE LING managed and was directly involved in the day-to-day operations of ONE STOP DENTAL STUDIO INC. and is being included in this lawsuit pursuant to Labor Code Section 558.1.

6. Plaintiff is informed and believes that at all times herein mentioned, Defendant

1 CHUN MENG is a female resident of the County of Los Angeles, State of California, and an
2 owner, director, officer, and/or managing agent of Defendant ONE STOP DENTAL STUDIO
3 INC. Plaintiff is informed and believes and thereon alleges that CHUN MENG managed and
4 was directly involved in the day-to-day operations of ONE STOP DENTAL STUDIO INC. and
5 is being included in this lawsuit pursuant to Labor Code Section 558.1. ONE STOP DENTAL
6 STUDIO INC., GEAT MENG, JOE LING, CHUN MENG, and DOES 1 to 25 are collectively
7 referred to as "ONE STOP DENTAL" or "Defendant(s)".

8 7. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
9 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
10 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
11 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
12 for the conduct alleged herein. Upon discovering the true names and capacities of these
13 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
14 capacities of these fictitiously named defendants.

15 8. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
16 that information and belief, alleges that at all times herein mentioned, each of the remaining
17 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
18 under the authority of their agency, employment, or representative capacity, with the consent of
19 his/her codefendants.

20 **GENERAL ALLEGATIONS**

21 9. Plaintiff started working for ONE STOP DENTAL on or around November 2020 as a
22 driver whose job it was to deliver packages and cases to various dental offices in Los Angeles
23 County and Orange County.

24 10. Plaintiff was classified as an hourly, non-exempt employee and worked 5 days per
25 week.

26 11. Plaintiff and others are paid on a weekly basis. Plaintiff's latest rate of pay is \$15.00
27 per hour.
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1 12. Plaintiff's employment ended on or around mid-2021.

2 13. It is Plaintiff's position that ONE STOP DENTAL has violated numerous Labor Code
3 Sections against Plaintiff and other similarly situated aggrieved employees.

4 14. ONE STOP DENTAL did not provide Plaintiff and other similarly situated aggrieved
5 employees with the minimum wages to which they were entitled for work performed and as
6 such did not compensate Plaintiff and others for all hours worked at the minimum wage rate
7 pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because
8 management and ownership would clock out Plaintiff even before she finished her work and
9 before she would even come back to the business office from her deliveries (there were times
10 Plaintiff would get clocked out at 4pm or 5pm when her shifts were to end at 530pm and where
11 she would work until the end of her shift).

12 15. Moreover, employees would often complete work-related tasks either before clocking
13 in or after clocking out as this was part of the company policy and protocol. To the extent that
14 ONE STOP DENTAL deducted any meal breaks allegedly taken, this would also be a
15 minimum wage violation since Plaintiff and others did not receive uninterrupted meal periods
16 wherein they were relieved of all work duties.

17 16. In addition, Plaintiff and others were also not paid for all hours worked in violation of
18 Labor Code Section 1194 and the applicable Industrial Welfare Commission Wage Order due
19 to ONE STOP DENTAL rounding down the actual hours worked as a part of their business
20 practice, which disproportionately affected the employees and resulted in less working hours
21 and less pay.

22 17. Due to the "off the clock" work as alleged above, ONE STOP DENTAL violated Labor
23 Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved employees
24 overtime, even though they worked more than 8 hours per day, 12 hours per day and/or 40 hours
25 per week throughout their employment. Plaintiff's and others' actual work hours entitled them
26 to overtime compensation (both daily and weekly), especially due to the "off the clock" as
27 described above, however, they were not paid for their overtime hours worked. In fact, it seems
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1 like it was company policy not to accurately and properly pay for all overtime hours worked,
2 especially because management and ownership would arbitrarily clock out employees.

3 18. ONE STOP DENTAL also violated Labor Code § 226.7 and the applicable Industrial
4 Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and others with
5 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their
6 employment. ONE STOP DENTAL did not completely relieve Plaintiff and others of all duty
7 during said rest periods. ONE STOP DENTAL did not pay to Plaintiff and others one additional
8 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more
9 statutory rest periods was not provided. It was not company policy and not part of the company
10 culture for employees such as Plaintiff and others to take rest breaks. They were understaffed
11 and were responsible for driving around and making consistent deliveries to various different
12 dental practices. There was simply no time and no occasions to take rest breaks wherein they are
13 relieved of all work duties. As such, the culture and work environment at ONE STOP DENTAL
14 did not lend itself to the employees receiving statutory breaks wherein they were relieved of all
15 work duties. It was the normal practice and custom of ONE STOP DENTAL not to authorize,
16 permit, and enforce statutory rest periods. As such, the work environment and culture at ONE
17 STOP DENTAL was not conducive to receiving statutory rest breaks under California law.

18 19. ONE STOP DENTAL violated Labor Code §§ 512 and 226.7 along with the applicable
19 Industrial Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and
20 others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work
21 throughout their employment. ONE STOP DENTAL did not completely relieve Plaintiff and
22 others of all duty during said meal periods. ONE STOP DENTAL did not pay to Plaintiff and
23 others one additional hour of pay at Plaintiff's regular rate of compensation for each workday
24 that one or more statutory meal periods was not provided. Furthermore, as alluded to above, and
25 due to the understaffing and the enormous amount of work to be performed, including always
26 being "on the go", it was common practice and standard for the hourly, non-exempt employees,
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1 including Plaintiff to not receive statutory meal breaks. There was no time and no occasion for
2 Plaintiff to be able to take an uninterrupted 30-minute meal period and management was
3 unequivocally aware of this. Moreover, Plaintiff and others also did not receive a second, timely,
4 uninterrupted meal period if they worked shifts of 10 hours or more.

5 20. Furthermore, it is also true that since Plaintiff was not able to take meal breaks, she did
6 not receive any meal breaks before the 5th hour worked. It was the normal practice and custom
7 of ONE STOP DENTAL not to authorize, permit, and enforce statutory meal periods. As such,
8 the work environment and culture at ONE STOP DENTAL was not conducive to receiving
9 statutory meal breaks under California law.

10 21. Furthermore, during the relevant time period, and due to the above allegations, ONE
11 STOP DENTAL failed to pay Plaintiff and others all wages due to them within any time period
12 specified by California Labor Code section 204.

13 22. ONE STOP DENTAL was also in violation of California Labor Code section 226(a), by
14 failing to include pertinent information on the wage statements, including but not limited to, all
15 hours worked (minimum wages and overtime due to the “off the clock” work), gross wages
16 earned, net wages earned, total pay, the correct legal name and address of the employing entity,
17 the correct start and end of the pay period, all applicable hourly rates, itemized deductions, the
18 correct start and end of the pay period, identifying information of the employees, premium pay
19 for the missed meal and rest breaks, and business expense reimbursement, among others. As
20 such, ONE STOP DENTAL did not provide Plaintiff and other similarly situated aggrieved
21 employees with complete, accurate itemized wage statements.

22 23. During the relevant time period, ONE STOP DENTAL also failed to keep accurate and
23 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
24 and others pursuant to California Labor Code sections 1174(d).

25 24. ONE STOP DENTAL also violated Labor Code § 203 because it willfully failed to pay
26 other similarly situated aggrieved employees earned and due wages upon separation of
27 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
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1 These earned but unpaid wages include minimum wages, overtime compensation, and premium
2 pay for missed meal and rest breaks.

3 25. Additionally, during the relevant time period, Plaintiff and others incurred necessary,
4 business-related expenses and costs that were not reimbursed by ONE STOP DENTAL. These
5 costs include, but are not limited to, use of personal cell phones for work purposes, including for
6 navigation and gas/mileage reimbursement for using personal vehicles to complete the business
7 deliveries. Although Plaintiff does receive some reimbursement for mileage, it was much lower
8 than the statutory rate as Plaintiff receives approximately 18 cents per mile. Accordingly, ONE
9 STOP DENTAL was in violation of California Labor Code sections 2800 and 2802.

10 26. Moreover, ONE STOP DENTAL failed to provide sick pay pursuant to Labor Code
11 section 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other
12 aggrieved employees in violation of Labor Code Section 3700.5.

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14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

16 **(California Industrial Welfare Commission Order 4-2001, California Code of**
17 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 27. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 27, inclusive, of this Complaint as though fully set forth herein.

21 28. At all times relevant herein, Defendants were required to compensate their employees
22 for all hours worked upon reporting for work at the appointed time stated by the employer
23 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
24 Title 8, Section 11040.

25 29. For the three (3) years preceding filing of this action, Defendants failed to compensate
26 Plaintiff for all hours worked.

27 30. Under the aforementioned wage order and regulations, Plaintiff is to recover
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1 compensation for all hours worked but not paid by Defendants for the three (3) years
2 preceding the filing of this Complaint.

3 31. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
4 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
5 this Court.

6 32. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
7 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
8 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
9 reasonable attorney's fees and costs of suit.

10 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
11 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
12 amount known to Plaintiff once she has obtained all of her payroll records from
13 Defendants.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES**

16 **(California Labor Code Sections 1194, 1194.2, 1197)**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 34, inclusive, of this Complaint as though fully set forth herein.

20 35. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
21 to suffer or permit a California employee to work without paying wages at the minimum wage
22 rate for all hours worked as required by the applicable Industrial Welfare Commission
23 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of
24 Regulations, Title 8, Section 11040, subdivision 4.

25 36. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K), at all relevant
26 times, "hours worked" included "the time during which an employee is subject to the control of
27 an employer, and includes all the time the employee is suffered or permitted to work, whether
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1 or not required to do so...”

2 37. During her employment, Plaintiff was regularly required as a matter of uniform
3 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
4 was paid less than the minimum wage rate by Defendants for hours worked in violation of
5 California Labor Code Section 1197 and the applicable California Industrial Wage
6 Commission wage order(s).

7 38. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
8 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
9 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
10 to believe that their acts or omissions were not contrary to California law.

11 39. For all hours worked by Plaintiff for which she was paid less than the minimum wage
12 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
13 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
14 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
15 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.

16 40. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at
18 trial.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME**

21 **(California Industrial Welfare Commission Order 4-2001, California Code of**
22 **Regulations Title 8 Section 11040; California Labor Code Section 510)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 41. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 41, inclusive, of this Complaint as though fully set forth herein.

26 42. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of
27 Regs., Title 8, Section 11040, for the period of Plaintiff’s employment, Defendants were
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1 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
2 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
3 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
4 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
5 week.

6 43. Plaintiff was a non-exempt employee entitled to the protections of the California
7 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,
8 Title 8, Section 11040.

9 44. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
10 single workday or forty (40) hours in a single workweek on numerous occasions.

11 45. Plaintiff was entitled to the above overtime premiums.

12 46. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
14 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
15 twelve (12) in a day.

16 47. Defendants did not pay Plaintiff premium wages of at least one and one-half times
17 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

18 48. Plaintiff worked at least one pay period in which she was not properly paid overtime
19 within the three (3) years prior to the initiation of this lawsuit.

20 49. Defendants know or should know the actual dates of overtime worked, the amount of
21 overtime worked, and the amount of unpaid overtime due.

22 50. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
23 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
24 Court.

25 51. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
26 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
27 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
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1 reasonable attorney's fees and costs of suit.

2 52. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

7 **(California Labor Code Section 226)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 53. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

11 54. Pursuant to California Labor Code Section 226, every employer must furnish each
12 employee an itemized statement of wages and deductions at the time of payment of wages.

13 55. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
14 accurately reflected all information required by Labor Code Section 226, including but not
15 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
16 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
17 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
18 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
19 California Labor Code Section 226(a).

20 56. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
21 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
22 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
23 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
24 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
25 the 3-year period immediately preceding the date this lawsuit was filed.

26 57. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
27 sustained damages, including loss of earnings, in an amount to be established at trial. As a
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1 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
2 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
3 and attorney's fees pursuant to statute.

4 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

9 **(California Labor Code Sections 201, 203)**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 59, inclusive, of this Complaint as though fully set forth herein.

13 60. Pursuant to California Labor Code Section 201(a), an employer who discharges an
14 employee must immediately pay for all compensation due and owing.

15 61. Pursuant to California Labor Code Section 202, when an employee resigns, the
16 employer must pay all compensation due and owing within 72 hours of resignation, or on the
17 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

18 62. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
19 without abatement or reduction, any wages of an employee whose employment ends, the wages
20 of the employee shall continue as a penalty from the due date at the same rate until paid or until
21 an action is commenced; however, the wages shall not continue for more than 30 days for
22 failure to pay an employee owed wages.

23 63. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
24 from her employment, Defendants willfully refused and continue to refuse to pay her unpaid
25 wages as required by Labor Code Section 203.

26 64. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
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1 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
2 preceding the filing of this lawsuit.

3 65. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
4 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
5 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

6 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

11 **(California Labor Code Section 204)**

12 **(Plaintiff against all named defendants and all DOE defendants)**

13 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

15 68. California Labor Code Section 204 establishes the fundamental right of all employees
16 in the State of California to be paid wages in a timely fashion for their work.

17 69. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
18 full amount of all owed wages when due as required by California Labor Code Section 204.

19 70. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
20 informed, believes, and thereon alleges, that all times relevant during the liability period,
21 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
22 including overtime hours, the minimum wage, and premium pay for missed meal and rest
23 breaks.

24 71. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
25 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
26 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
27 from Defendants' records or indirectly based on information from Defendants' records.
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1 72. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **SEVENTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTION 558**

6 **(California Labor Code Section 558)**

7 **(Plaintiff against all named defendants and all DOE defendants)**

8 73. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

10 74. California Labor Code Section 558 states that any person acting on behalf of an
11 employer who violates, or causes to be violated, a section of this chapter or any provision
12 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
13 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an amount
15 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
16 hundred dollars (\$100) for each underpaid employee for each pay period for which the
17 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
18 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
19 filed.

20 75. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
21 Defendants are subject to civil penalties under the following laws:

- 22 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular
23 wages, including minimum wages, and overtime wages for overtime hours worked.
24 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As
25 such, Defendants violated Section 558 under which penalties are due. Plaintiff
26 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
27 subsequent violation for each pay period for which Plaintiff was underpaid in
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1 addition to an amount sufficient to recover underpaid wages.

2 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
3 relief associated with Plaintiff's prosecution of this cause of action under California
4 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
5 paying Plaintiff for her overtime hours worked and for all hours worked (including
6 the minimum wage).

7 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
8 fees for relief associated with Plaintiff's prosecution of this cause of action under
9 California Labor Code Sections 200, et seq.

10 76. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
11 the statutes, regulations, and wage orders alleged in this cause of action along with any
12 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

13 77. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
14 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO MAINTAIN ACCURATE RECORDS**

17 **(California Labor Code Section 1174(d))**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 78. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

21 79. Labor Code section 1174(d) requires that employers, including Defendants, maintain
22 accurate records showing the hours worked daily by its employees and to whom wages were
23 paid.

24 80. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
25 employer, including Defendants, to keep accurate information with respect to each one of their
26 employees including, but not limited to, the total wages paid each payroll period, and time
27 records showing when the employee begins and ends each work period, meal periods, split
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1 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
2 the applicable rates of pay.

3 81. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
4 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
5 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
6 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the
7 applicable rates of pay, and total wages earned for the payroll period.

8 82. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
9 continues to suffer substantial losses related to Defendants' failure to record and maintain
10 records of meal and rest periods as well as time records.

11 83. Plaintiff seeks all available remedies for Defendants' violations including, but not
12 limited penalties, and costs to the extent permitted by law and according to proof at trial.

13 **NINTH CAUSE OF ACTION**

14 **FAILURE TO GIVE REST BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 84. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

18 85. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which
20 provides that every employer shall authorize and permit all employees to take rest
21 periods, which insofar as practicable shall be in the middle of each work period.

22 The authorized rest period time shall be based on the total hours worked daily at the
23 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 24 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which
25 provides that if an employer fails to provide an employee a rest period in
26 accordance with the applicable provisions of this order, the employer shall pay the
27 employee one (1) hour of pay at employee's regular rate of compensation for each
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workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

86. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

87. Under this cause of action, Plaintiff prays for wages due to her under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

88. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

89. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

TENTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

1 90. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

3 91. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. California Labor Code section 512(a), which requires that employees be given a 30-
5 minute uninterrupted meal break after five (5) hours of work, and a second
6 uninterrupted meal break after ten (10) hours of work;
- 7 b. California Labor Code section 226.7, which states that (a) no employer shall require
8 any employee to work during any meal period mandated by an applicable order of
9 the Industrial Welfare Commission, and (b) if any employer fails to provide an
10 employee a meal period in accordance with an applicable order of the Industrial
11 Welfare Commission, the employer shall pay the employee one (1) additional hour
12 of pay at the employee's regular rate of compensation for each workday that the
13 meal period is not provided;
- 14 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
15 under Title 8 of the California Code of Regulations Section 11040, which states that
16 if an employer fails to provide an employee a meal period in accordance with the
17 applicable provisions of the Wage Order, the employer shall pay the employee one
18 (1) hour of pay at the employee's regular rate of compensation for each workday
19 that the meal period is not provided;
- 20 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
21 codified under Title 8 of the California Code of Regulations Section 11040, which
22 requires an employer to maintain records documenting its employees' meal periods;
- 23 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
24 codified under California Code of Regulations Section 11040 , which penalizes the
25 employer \$50.00 for each initial violation, per employee, of any provision of the
26 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 27 f. California Labor Code section 1171 and 1173, which have given the California
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1 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)
2 as enforceable law.

3 92. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
4 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
5 to take a second relieved meal break after ten (10) hours of work, as required by California
6 law. California Labor Code section 512(a) and California Industrial Welfare Commission
7 Order No. 4/9, as codified under California Code of Regulations Sections 11040/11090 et. seq.
8 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
9 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
10 all work duty. California Labor Code section 226.7 provides that employers may not require
11 their employees to work through their meal periods. California Labor Code section 226.7 and
12 California Code of Regulations section 11040/11090 requires that if the employer fails to
13 provide the employee with an uninterrupted meal period, the employer must pay the employee
14 one (1) hour of pay for each work day that the meal period is not given.

15 93. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
16 regulations, and wage orders alleged in this cause of action along with any allowable interest,
17 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
18 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

19 94. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
20 fees as well as interest under Labor Code section 218.6.

21 95. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

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1 **ELEVENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **Individual and Representative Claim for PAGA penalties under California Labor Code**
4 **sections 201, 202, 203, 204 and/or 204b, 226, 226.3, 226.7, 226.8, 232, 246, 510, 512, 558,**
5 **558.1, 1174, 1174.5, 1194, 1197, 1198, 2753, 2802, 3700.5)**

6 **(Against all Named Defendants and all DOE Defendants)**

7 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 96, inclusive, of this Complaint as though fully set forth herein.

9 97. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
10 Defendants of the specific violations of the California Labor Code that Defendants
11 and DOE defendants have violated and continue to violate.

12 98. Pursuant to California Labor code section 2699.3, no response was received from
13 the LWDA within 65 days of the postmark date of the above-alleged letter.

14 99. Plaintiff therefore has exhausted all administrative remedies required of her under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants' violations of the
17 Labor Code.

18 100. Pursuant to California Labor Code section 2699, any provisions of the Labor
19 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
20 departments, divisions, commissions, boards, agencies, or employees for violation of the code
21 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
22 on behalf of himself or herself and other current or formal employees pursuant to the
23 procedures specified in California Labor Code section 2699.3.

24 101. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
25 violator and had one or more of the alleged violations committed against her, and therefore is
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1 properly suited to represent the interests of other current and former employees, including all
2 hourly, non-exempt or misclassified employees who worked for ONE STOP DENTAL at any
3 of its California locations during the PAGA period.

4 102. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
5 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
6 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

7 103. Plaintiff therefore has exhausted all administrative remedies required of her under
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
9 cause of action and pursue penalties in a representative action for Defendants' violations of the
10 Labor Code.

11 104. California Labor Code section 2699 et seq. imposes penalties upon culpable
12 Defendants for violating the Labor Code.

13 105. California Labor Code section 558 establishes a civil penalty as follows: Any
14 employer or other person action on behalf of an employer who violates, or causes to be
15 violated, a section of this chapter or any provision regulating hours and days of work in any
16 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
17 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
18 dollars (\$50) for each underpaid employee for each pay period for which the employee was
19 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
20 employee for each pay period for which the employee was underpaid ...;

21 106. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
22 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is
23 not seeking individual/victim specific relief or underpaid wages under this particular cause of
24 action.

25 107. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
26 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
27 the following:
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Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2753, 2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Orders (Order no. 4) violated based on the facts alleged in this Complaint.

108. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

TWELFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Plaintiff against all Named Defendants and DOE Defendants, and each of them)

109. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 109, inclusive, of this Complaint as though fully set forth herein.

110. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

111. Beginning at least 3 years prior to the filing of this complaint, in order to discharge her duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course of completing her job duties, which were not reimbursed by Defendants. These expenses include, but are not limited to, use of personal cell phones for work purposes, including for navigation and gas/mileage reimbursement for using personal vehicles to complete the business deliveries. Although Plaintiff does receive some reimbursement for mileage, it was much lower than the statutory rate as Plaintiff receives approximately 18 cents per mile.

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1 112. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
2 interest and attorney's fees and costs, under Labor Code section 2802.

3 **THIRTEENTH CAUSE OF ACTION**

4 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

5 **(California Business and Professions Code Section 17200)**

6 **(Plaintiff against ONE STOP DENTAL STUDIO INC. and all DOE defendants)**

7 113. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 112, inclusive, of this Complaint as though fully set forth herein.

9 114. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
10 constitutes unfair and unlawful business practices under California Business and Professions
11 Code Section 17200, et seq.

12 115. Defendants' violations of California labor laws and the Labor Code constitutes a
13 business practice because it was done repeatedly over a significant period of time in a
14 systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved
15 employees.

16 116. For the four years preceding the filing of this action, Plaintiff has suffered
17 damages and request damages and/or restitution of all monies and profits to be disgorged from
18 Defendants in an amount according to proof at time of trial, but in excess of the
19 jurisdiction of this Court.

20 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
21 follows:

- 22 1. For compensatory damages including lost past wages, regular wages, overtime, and all
23 other sums of money, together with interest on said amounts, and any other economic
24 injury to Plaintiff, according to proof;
- 25 2. For special and consequential damages to the extent allowed by law;
- 26 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
27 at trial;
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4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
6. For restitution and disgorgement for all unfair business practices by Defendants against Plaintiff in an amount subject to proof at trial;
7. For an order enjoining Defendants from further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;
8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
10. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
11. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and the California Labor Code and/or other applicable laws; and

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1 16. For such other and further relief as this Court may deem proper.

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3 DATED: September 9, 2021

MESSRELIAN LAW INC.

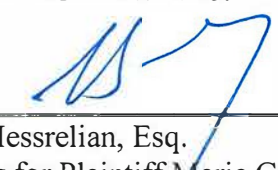
4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Marie Gaona

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

10
11 DATED: September 9, 2021

MESSRELIAN LAW INC.

12 By 
13 Harout Messrelian, Esq.
14 Attorneys for Plaintiff Marie Gaona