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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ASHLEY VEGA,

Plaintiff,

vs.

BENJAMIN & GLORIA GELLER, DDS,
INC. (a California corporation),
BENJAMIN GELLER, DDS (an
individual), GLORIA GELLER, DDS (an
individual), and DOES 1 through 25,
inclusive,

Defendants.

Case No. **25STCV07537**

COMPLAINT

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Periods
3. Untimely Payment of Final Wages
4. Failure to Provide Accurate Itemized Wage Statements
5. Violation of California Labor Code § 2698, et seq.

Plaintiff Ashley Vega (hereinafter "Plaintiff") brings this action against (1) Benjamin & Gloria Geller, DDS, Inc.; (2) Benjamin Geller, DDS; (3) Gloria Geller, DDS; and/or (4) DOES 1 through 25, inclusive, hereinafter collectively referred to as "Defendants." Plaintiff complains and alleges as follows on the basis of personal knowledge and/or information and belief. Plaintiff brings this case individually and as a representative action, pursuant to California Labor Code sections 2698, et seq. on behalf of herself and certain other current and former employees of Defendants against whom the alleged violations were committed, namely, all current and former employees of Benjamin & Gloria Geller, DDS, Inc. from January 9, 2024 through the date this action

1 is resolved (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant
2 to California Labor Code sections, 2698, et seq. Plaintiff is an Aggrieved Employee
3 against whom the alleged violations were committed. The civil penalties sought in this
4 action exceed the minimal jurisdiction limits of the Superior Court and will be
5 established according to proof at trial.

6 **THE PARTIES**

7 1. Plaintiff is, and at all times mentioned in this complaint was, a resident
8 of Los Angeles, County of Los Angeles County, California.

9 2. Plaintiff is informed and believes and on that basis alleges that
10 Benjamin & Gloria Gellar, DDS, Inc. (the “Practice”), is a corporation organized and
11 existing under the laws of California with its principal place of business in Los Angeles,
12 which is in Los Angeles County.

13 3. The Practice is, and was at all times mentioned in this complaint,
14 authorized to conduct business in Los Angeles County. Defendants’s place of business,
15 where the below-described incidents took place, is in County, at 402 North Larchmont
16 Boulevard, Los Angeles, CA 90004.

17 4. Benjamin Geller, DDS and Gloria Geller, DDS are dentists who own
18 and operate the Practice. According to the Practice’s Statement of Information on file
19 with the Secretary of State, Benjamin Geller is the Chief Executive Officer and Secretary
20 of the Practice, and Gloria Geller is the Chief Financial Officer of the Practice.

21 5. Plaintiff worked for Defendants at the 402 North Larchmont
22 Boulevard, Los Angeles, CA 90004 location from approximately January 8, 2022, until
23 September 30, 2004. During the time period relevant to this complaint, Plaintiff worked
24 as a receptionist.

25 6. The names and capacities of DOES 1 through 25, inclusive (“DOES”)
26 are unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants
27 under fictitious names. Plaintiff is informed and believes, and thereupon alleges, that
28 each Defendant designated as a DOE is in some manner highly responsible for the

1 occurrences alleged herein, and that Plaintiff's injuries and damages, as alleged herein,
2 were proximately caused by the conduct of such DOE defendants. Plaintiff will seek
3 leave of the court to amend this complaint to allege the true names and capacities of such
4 DOE defendants when ascertained.

5 7. Plaintiff is informed and believes, and thereon alleges, that each and
6 every one of the acts and omissions alleged herein were performed by, and/or attributable
7 to, all Defendants, each acting as agents and/or employers, and/or under the direction
8 and control of, each of the other Defendants, and that said acts and failure to act were
9 within the course and scope of said agency, employment, and/or direction and control.

10 8. Plaintiff is informed and believes, and based thereon alleges, that each
11 Defendant acted in all respects pertinent to this action as the agent of the other
12 Defendants, that they carried out a joint scheme, business plan or policy in all respects
13 pertinent thereto, and that the acts of each Defendant are legally attributable to the other
14 Defendants.

15 9. As a direct and proximate cause of the Defendants' unlawful acts,
16 Plaintiff has suffered, and continues to suffer, from lost earnings what are within the
17 jurisdiction of this Court.

18 10. All Defendants were responsible for the events and damages alleged
19 herein, including on the following bases: (a) Defendants committed the acts alleged; (b)
20 at all relevant times, one or more of the Defendants was the agent or employee, and/or
21 acted under the control or supervision of one or more of the remaining Defendants, and in
22 committing the acts alleged, acted within the course and scope of such agency and
23 employment, and/or are otherwise liable for Plaintiff's damages; (c) at all relevant times,
24 there existed a unity of ownership and interest between or among two or more of the
25 Defendants such that any individuality and separateness between or among those
26 Defendants has ceased, and Defendants are the alter egos of one another. Defendants
27 exercised domination and control over one another to such an extent that any
28 individuality or separateness of Defendants does not, and at all times herein mentioned

1 did not, exist. Adherence to the fiction of the separate existence of Defendants would
2 permit abuse of the corporate privilege and would sanction fraud and promote injustice.
3 All actions of all Defendants were taken by employees, supervisors, executives, officers,
4 and directors during employment with all Defendants, were taken on behalf of all
5 Defendants, and were engaged in, authorized, ratified, and approved of by all other
6 Defendants.

7 **JURISDICTION AND VENUE**

8 11. The Superior Court of the State of California has jurisdiction over this
9 action pursuant to California Constitution Article VI, section 10, which grants the
10 Superior Court “original jurisdiction in all cases except those given by statute to other
11 trial courts.”

12 12. The Superior Court of the State of California has jurisdiction in this
13 matter because Plaintiff is a resident of the State of California. Each of the Defendants is
14 a citizen of the state of California, the acts alleged herein took place in California, and
15 the relief is being sought against Defendants is for their violations of California law.
16 Further, no federal question is at issue because the claims are based solely on California
17 law, and Defendants reside in and conduct business in the State of California, and the
18 Practice’s principal place of business is located within California.

19 13. Venue is proper in this judicial district and County because Plaintiff
20 worked for Defendants in Los Angeles County, Defendants maintain offices and facilities
21 and transact business in Los Angeles County, and Defendants’ illegal acts, which are the
22 subject of this action, occurred in Los Angeles County. Thus, a substantial portion of the
23 transactions and occurrences related to this action occurred in this county. Cal. Civ.
24 Proc. Code § 395.

25 14. IWC Wage Order No. 4 applies to this matter because this is the Wage
26 Order that applies to dental offices.

27 15. Labor Code section 558.1(a) provides that “[a]ny employer or other
28 person acting on behalf of an employer, who violates, or causes to be violated, any

1 provision regulating minimum wages or hours and days of work in any order of the
2 Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
3 226.7, 1194, or 2802, may be held liable as the employer for such violation.”

4 16. Labor Code section 558.1(b) explains that “For purposes of this section,
5 the term ‘other person acting on behalf of an employer’ is limited to a natural person who
6 is an owner, director, officer, or managing agent of the employer....”

7 **GENERAL ALLEGATIONS**

8 17. Ashley Vega worked for Defendants from January 8, 2022 through
9 September 30, 2024 as a receptionist, and she was classified as non-exempt.

10 18. As a non-exempt employee, who usually worked 8-hour shifts, Ms. Vega
11 was entitled to one 30-minute unpaid meal period, that begins before the end of the fifth
12 hour of work, and one 10-minute paid rest period for each 4-hours of work, or major
13 fraction thereof.

14 19. Although the Practice purports to maintain meal and rest break policies,
15 the Practice did not distribute or otherwise publish those policies to Ms. Vega or any of
16 the Aggrieved Employees.

17 20. Defendants purported to provide meal periods, but meal periods for Ms.
18 Vega and the Aggrieved Employees were often missed, late, or short. Defendants failed
19 to provide Ms. Vega with lawful meal periods on at least 87 occasions. Defendants did
20 not pay premium pay when it failed to provide meal periods.

21 21. Defendants did not provide any rest breaks whatsoever, and there was
22 never any opportunity for Ms. Vega and the Aggrieved Employees to take a 10-minute
23 off-duty break during which they were able to leave the premises. Defendants did not pay
24 premium pay for this failure to provide rest periods.

25 22. Because Defendants failed to pay Plaintiff her premium pay, her wage
26 statements were inaccurate and did not reflect all wages due and owing.
27
28

23. Defendants did not timely pay Plaintiff the premium pay that was due and owing upon termination.

FIRST CAUSE OF ACTION

**(Failure to Provide Meal Periods in Violation of Wage Order No. 4, Subd. 11 and California Labor Code §§ 512(a) and 226.7(b) and (c))
(Against All Defendants)**

24. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

25. Wage Order 4 and California Labor Code sections 226.7(b) and (c) and 512(a) applied to Plaintiff's employment by Defendants.

26. IWC Wage Order 4, subdivision 11(A) and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day for the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

27. California Labor Code section 512(a) further provides that an employer may not require, cause, or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

28. Plaintiff was scheduled to work for periods of longer than six (6) hours and was required to work for longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes, and did not waive the meal periods.

29. Defendants intentionally and willfully required Plaintiff to miss her meal periods and take meal periods that were late, shortened, or interrupted and failed to pay Plaintiff the meal premium for these missed, late, and shortened meal periods.

30. California Labor Code section 226.7(b) provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

31. Pursuant to the applicable IWC Wage Order 4, subdivision 11(B), and California Labor Code section 226.7(c), Defendants should have paid Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each workday that a meal period was not provided and a premium was not paid.

32. Defendants intentionally and willfully required Plaintiff to miss her meal periods and take meal periods that were late, shortened, or interrupted, and failed to pay Plaintiff the meal premium for these missed, late, and shortened meal periods.

33. Defendants' conduct violates Wage Order 4, subdivisions 11(A) and (B) and California Labor Code section 226.7(b) and (c), and 512(a).

SECOND CAUSE OF ACTION

(Failure to Authorize and Permit Rest Periods in Violation of Wage Order No. 4, subd.

12(A) and (B) and 226.7(b) and (c)

(Against All Defendants)

34. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

35. IWC Order 4, subdivisions 12(A) and (B) and California Labor Code sections 226.7(b) and (c) apply to Plaintiff's employment by Defendants.

36. IWC Wage Order 4, subdivision 12(A), provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours.”

1 37. At all relevant times, California Labor Code section 226.7(b) provides
2 that no employer shall require an employee to work during any meal or rest period
3 mandated by an applicable order of the California IWC.

4 38. During the relevant time period, Defendants required Plaintiff to work
5 more than three and one-half (3.5) hours without authorizing or permitting a ten (10)
6 minute rest period for each four (4) hour work period.

7 39. During the relevant time period, Defendants willfully required Plaintiff
8 to work during rest periods, failed to allow Plaintiff to take any rest period and/or failed
9 to authorize and permit Plaintiff to take uninterrupted, duty-free rest breaks.

10 40. Pursuant to the applicable IWC Wage Order 4, subdivision 12(B) and
11 California Labor Code section 226.7(c), Defendants should have paid Plaintiff one
12 additional hour of pay at Plaintiff's regular rate of compensation for each workday that a
13 rest period was not authorized and permitted and a premium was not paid.

14 41. Defendants intentionally and willfully required Plaintiff to miss her rest
15 periods and failed to Plaintiff premium pay for these missed, late, and shortened rest
16 periods.

17 42. Defendants' conduct violates the applicable IWC Wage Order,
18 subdivisions 12(A) and (B) and California Labor Code section 226.7(b) and (c).

19 **THIRD CAUSE OF ACTION**

20 **(Untimely Payment of Final Wages in Violation of California Labor Code §§ 201, 202,**
21 **and 203)**

22 **(Against all Defendants)**

23 43. Plaintiff incorporates by reference, and realleges as if fully stated
24 herein, each and every allegation set forth above.

25 44. California Labor Code sections 201 and 202 provide that if an employer
26 discharges an employee, the wages earned and unpaid at the time of discharge are due
27 and payable immediately, and if an employee quits his or her employment, his or her
28 wages shall become due and payable not later than seventy-two hours thereafter, unless

1 the employee has given seventy-two hours' notice of his or her intention to quit, in which
2 case, the employee is entitled to his or her wages at the time of quitting.

3 45. Plaintiff's employment with Defendants was terminated by involuntary
4 discharge by Defendants. Defendants intentionally and willfully failed to pay Plaintiff
5 upon termination all of her wages, earned and unpaid, including but not limited to
6 straight time wages, minimum wages, overtime wages, and premium pay as required by
7 law.

8 46. This failure to pay earned and unpaid wages is a violation of California
9 Labor Code sections 201 and 202.

10 47. California Labor Code section 203 provides that if an employer willfully
11 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the
12 employee shall continue as a penalty ("waiting time penalty") from the due date thereof
13 at the same rate or until paid or until an action is commenced; but the wages shall not
14 continue for more than thirty (30) days.

15 48. Plaintiff's wages have been due and owing for more than 30 days since
16 Plaintiff's termination of employment, and Defendants' failure to pay was willful. Thus,
17 Defendants are liable to Plaintiff for 30 days' pay.

18 **FOURTH CAUSE OF ACTION**

19 **(Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor**

20 **Code § 226(a))**

21 **(Against All Defendants)**

22 49. Plaintiff incorporates by reference, and realleges as if fully stated
23 herein, each and every allegation set forth above.

24 50. California Labor Code section 226(a) provides that every employer
25 shall furnish each of its employees an accurate itemized statement in writing showing:
26 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
27 rate units earned and any applicable piece rate if the employee is paid on a piece-rate
28 basis, (4) all deductions, provided that all deductions made on written orders of the

1 employee may be aggregated and shown as one item, (5) net wages earned, (6) the
2 inclusive dates of the period for which the employee is paid, (7) the name of the employee
3 and only the last four digits of his or her social security number or an employee
4 identification number other than a social security number, (8) the name and address of
5 the legal entity that is the employer, and (9) all applicable hourly rates in effect during
6 the pay period and the corresponding number of hours worked at each hourly rate by the
7 employee.

8 51. Defendants failed to provide Plaintiff with complete and accurate wage
9 statements. The deficiencies include, but are not limited to, failure to list the amounts of
10 premium payments due.

11 52. Because of Defendants' violation of California Labor Code section
12 226(a), Plaintiff has suffered injury and damage to her statutorily protected rights.

13 53. Plaintiff was denied both her right to receive, and her protected interest
14 in receiving, accurate and itemized wage statements pursuant to California Labor Code
15 section 226(a).

16 54. Because Defendants' failure to provide accurate itemized wage
17 statement was knowing and intentional, Plaintiff is entitled to recover from Defendants
18 the greater of her actual damages caused by Defendants' violation of Labor Code Section
19 226(a), or an aggregate penalty not to exceed four thousand dollars, pursuant to Labor
20 Code section 226(e).

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code § 2698, *et seq.*)**

23 **(Against Benjamin and Gloria Geller, DDS, Inc.)**

24 55. Plaintiff brings this cause of action as a representative action on behalf
25 of herself and similarly situated Aggrieved Employees in the capacity as a private
26 attorney general pursuant to the Private Attorneys General Act of 2004, California Labor
27 Code section 2698, *et seq.* ("PAGA").
28

1 56. PAGA specifically provides for a private right of action to recover civil
2 penalties for violations of the Labor Code as follows: “Notwithstanding any other
3 provision of law, any provision of this code that provides a civil penalty to be assessed
4 and collected by the Labor Workforce Development Agency or any of its departments,
5 divisions, commissions, boards, agencies, or employees, for a violation of this code, may,
6 as an alternative, be recovered through a civil action brought by an aggrieved employee
7 on behalf of himself or herself and other current or former employees pursuant to the
8 procedures specified in Section 2699.3.” California Labor Code § 2699(a).

9 57. Plaintiff was employed by Defendants, and the Labor Code violations
10 alleged above were committed against her during the time of her employment. Plaintiff
11 and the other non-exempt employees of Defendants are therefore “aggrieved employees”
12 as defined by California Labor Code section 2699(c) in that they are all current or former
13 employees of Defendants, and one or more of the alleged violations were committed
14 against them.

15 58. As set forth in detail above, during all times relevant to this Action,
16 Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of
17 the California Labor Code by:

- 18 a. Failing to provide legally required meal periods to Plaintiff and the
19 Aggrieved Employees in violation of Labor Code 512(a);
- 20 b. Failing to authorize and permit Plaintiff and the Aggrieved Employees to
21 take duty-free rest periods in violation of Labor Code § 226.7(b); and
- 22 c. Failing to pay Plaintiff and the Aggrieved Employees premium pay when
23 they did not provide meal and/or rest periods in violation of Labor Code §
24 226.7(c).

25 59. Plaintiff, individually and on behalf of the Aggrieved Employees and
26 the State of California, requests and is entitled to recover penalties against Defendants
27 for the Labor Code violations described above, including but not limited to penalties
28 under California Code of Regulations Title section 11040, and penalties under California

1 Labor Code sections 2699, and any and all additional penalties and sums as provided by
2 the California Labor Code and/or other statutes. The exact amount of applicable
3 penalties, in all, is in an amount to be shown according to proof at trial.

4 60. Plaintiff has exhausted her administrative remedies pursuant to Labor
5 Code section 2699.3. On January 9, 2025, Plaintiff's counsel submitted, via online
6 filing with the LWDA and certified mail to Defendants, notice of the specific provisions
7 of the Labor Code and IWC Wage Orders that Defendants have violated, including the
8 facts and theories that support those violations, and of Plaintiff's intent to bring a claim
9 for civil penalties under PAGA. Plaintiff also paid the filing fee required by Labor Code
10 section 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since
11 the filing of the notice, and the LWDA has not indicated that it intends to investigate the
12 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
13 recover penalties for herself and other Aggrieved Employees pursuant to Labor Code
14 section 2699.3.

15 61. Plaintiff was compelled to retain the services of counsel to file this
16 Action to protect her interests and those of the Aggrieved Employees, and to assess and
17 collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of
18 reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and any
19 other applicable statute.

20 **PRAYER FOR RELIEF**

21 62. WHEREFORE, Plaintiff prays for relief and judgment against
22 Defendants, jointly and severally, as follows:

23 **As to the First Cause of Action**

24 63. That the Court declare, adjudge, and decree that Defendants violated
25 Wage Order 4, subdivisions 11(A) and (B) and California Labor Code section 226.7(b)
26 and (c), and 512(a) by willfully failing to provide all meal periods to Plaintiff, by
27 requiring Plaintiff to work during the times that meal periods should have been provided,
28 and for not paying the required premium pay;

1 64. That the Court award Plaintiff one (1) hour of pay at Plaintiff's regular
2 rate of compensation for each workday that a meal period was not provided under Wage
3 Order 4, subdivision 11(B) and Labor Code Section 226.7(c);

4 65. For prejudgment interest on any unpaid wages from the date such
5 amounts were due.

6 66. For attorneys' fees and costs under Labor Code Section 218.5.

7 67. For such other and further relief as the Court may deem just and proper.

8 **As to the Second Cause of Action**

9 68. That the Court declare, adjudge, and decree that Defendants violated
10 California Labor Code sections 226.7 (b) and (c) and Wage Order 4, subdivisions 12(A)
11 and (B), by willfully failing to provide all rest periods to Plaintiff, by requiring Plaintiff to
12 work during the times that rest periods should have been provided, and for not paying the
13 required premium pay.

14 69. That the Court award Plaintiff one (1) hour of pay at Plaintiff's regular
15 rate of compensation for each workday that a meal period was not provided under Labor
16 Code Section 226.7(c).

17 70. For prejudgment interest on any unpaid wages from the date such
18 amounts were due.

19 71. For attorneys' fees and costs under Labor Code Section 218.5.

20 72. For such other and further relief as the Court may deem just and proper.

21 **As to the Third Cause of Action**

22 73. That the Court declare, adjudge, and decree that Defendants violated
23 California Labor Code sections 201, 202, and 203 by willfully failing to pay all
24 compensation owed when Plaintiff's employment terminated;

25 74. For statutory wage penalties pursuant to California Labor Code section
26 203; and

27 75. For such other and further relief as the Court may deem just and proper.

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As to the Fourth Cause of Action

76. That the Court declare, adjudge, and decree that Defendants violated Labor Code Section 226(a) and failed to provide Plaintiff with accurate itemized wage statements;

77. For actual damages according to proof, or statutory penalties pursuant to California Labor Code section 226(e) up to \$4,000, whichever is greater;

78. For attorneys' fees and costs pursuant to Labor Code sections 226(e) and 226(h); and

79. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

80. Plaintiff, individually, and on behalf of all other Aggrieved Employees, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

- a) For the imposition of civil penalties pursuant to California Labor Code § 2699 and all other penalties allowed by the California Labor Code and/or other applicable statutes;
- b) For statutory attorneys' fees and costs pursuant to 2699(g)(1) of the California Labor Code; and
- c) For such other relief as the court deems just and proper.

Dated: March 17, 2025

ADVANTAGE ADVOCATES, P.C.

By: 

AMY S. RAMSEY
Attorney for Plaintiff
ASHLEY VEGA