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By /s/ Maria Coronel
Deputy Clerk

Attorneys for Plaintiff Pamela Villarroel Sosa

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

22-CIV-03525

PAMELA VILLARROEL SOSA,

) CASE NO.:

Plaintiff,

) **COMPLAINT FOR DAMAGES FOR:**

vs.

) **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 OWED**
) **EVERY PAY PERIOD;**

) **6) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**

) **7) FAILURE TO GIVE REST BREAKS;**

) **8) FAILURE TO GIVE MEAL BREAKS**

) **9) FAILURE TO REIMBURSE**
) **BUSINESS EXPENSES;**

) **10) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**

) **11) ASSAULT AND BATTERY;**

) **12) NEGLIGENCE RETENTION AND**
) **SUPERVISION;**

) **13) RETALIATION IN VIOLATION OF**
) **LABOR CODE SECTION 1102.5;**

) **14) CONSTRUCTIVE WRONGFUL**
) **DISCHARGE IN VIOLATION OF**
) **PUBLIC POLICY;**

) **15) INTENTIONAL INFLICTION OF**
) **EMOTIONAL DISTRESS;**

SUHAIR HANHAN DDS INC.; SUHAIR
HANHAN; and DOES 1 to 25, inclusive

Defendants.

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**16) NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS;
17) VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE SECTION 17200.
DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, PAMELA VILLARROEL SOSA (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 San Mateo in this judicial district because Defendants SUHAIR HANHAN DDS INC., SUHAIR HANHAN, and DOES 1 to 25, inclusive do business in the County of San Mateo and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Mateo 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 San Mateo, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SUHAIR HANHAN DDS INC. is and was a California corporation, doing business in San Mateo County, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant SUHAIR HANHAN is a female resident of the County of San Mateo, State of California, and the owner, director, officer, and/or managing agent of SUHAIR HANHAN DDS INC. Plaintiff is informed and believes and thereon alleges that SUHAIR HANHAN managed and was directly involved in the day-to-day operations of the business, and controlled the wages, hours, and working conditions of Plaintiff and other similarly situated aggrieved employees (defined below). As such, SUHAIR HANHAN is being included in this lawsuit pursuant to Labor Code Section 558.1. SUHAIR HANHAN DDS INC. and SUHAIR HANHAN are hereinafter collectively referred to as “Defendants”, or “HANHAN”.

1 5. The “aggrieved employees” are all current and former non-exempt or hourly paid
2 California employees who worked for HANHAN during the relevant time period pursuant to
3 California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of
4 2004 (“PAGA”).

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

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

17 **GENERAL ALLEGATIONS**

18 8. Plaintiff started working for HANHAN on or around February 2022 at a front desk
19 position. Plaintiff’s last date of employment was on or around mid to late May 2022. Plaintiff was
20 classified as an hourly, non-exempt employee and earned approximately \$22 per hour.

21 9. It is Plaintiff’s position that HANHAN has violated numerous Labor Code Sections
22 against Plaintiff and other similarly situated aggrieved employees.

23 10. HANHAN did not provide Plaintiff and other aggrieved employees with compensation
24 for all hours worked and did not pay Plaintiff and others the minimum wages to which they were
25 entitled for work performed pursuant to California Labor Code sections 1194, 1197 and 1197.1.
26 This is so because HANHAN had a policy of rounding down the hours worked by Plaintiff and
27 other aggrieved employees which translated to Plaintiff and others not being paid for all hours
28 worked, including minimum wages.

 11. Due to the above-mentioned rounding issues and “time shaving”, HANHAN also

1 violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees the
2 correct amount of overtime, even though they worked more than 8 hours per day and/or 40 hours
3 per week throughout their employment. Plaintiff and other aggrieved employees' actual work
4 hours entitled them to overtime compensation, however, HANHAN did not compensate its
5 hourly, non-exempt employees with the correct amount of overtime and did not include bonuses
6 in calculating the regular rate of pay for purposes of deciphering the overtime rate of pay.

7 12. HANHAN also violated Labor Code § 226.7 and the appropriate Industrial Welfare
8 Commission Wage Order no. 4 because it failed to provide Plaintiff and others with 10-minute
9 rest periods for every four hours of work, or majority portion thereof, throughout their
10 employment. HANHAN did not completely relieve Plaintiff and others of all duty during said
11 rest periods. HANHAN did not pay to Plaintiff and others one additional hour of pay at
12 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
13 was not provided. It was not part of the company policy for employees such as Plaintiff and
14 others to take rest breaks, especially in the fast-paced dental practice. As such, the culture at
15 HANHAN did not lend itself to the employees receiving statutory rest breaks wherein they were
16 relieved of all work duties. Plaintiff and others were simply too busy, and the office was
17 understaffed. There was no "breaker" in place to relieve Plaintiff and other aggrieved employees
18 so that they can take their timely, uninterrupted rest breaks. As such, the environment at
19 HANHAN was not conducive to receiving statutory rest breaks under California law and timely,
20 statutory rest breaks were not authorized or enforced. Plaintiff did not take a single timely,
21 uninterrupted rest period throughout her entire employment tenure at HANHAN.

22 13. HANHAN violated Labor Code §§ 512 and 226.7 along with Industrial Welfare
23 Commission Wage Order no. 4 because it failed to provide hourly, non-exempt employees,
24 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
25 (5) hours of work throughout their employment. HANHAN did not completely relieve
26 employees of all duty during said meal periods. HANHAN did not pay to Plaintiff and its hourly,
27 non-exempt employees one additional hour of pay at their regular rate of compensation for each
28 workday that one or more statutory meal periods was not provided. The hourly, non-exempt
employees, including Plaintiff, would not always receive timely, uninterrupted, and full (at least

30 minute) meal periods before the 5th hour worked due to being too busy and understaffed. Like the rest breaks, receiving a timely, uninterrupted thirty-minute uninterrupted meal break was not part of the company culture and was not enforced by HANHAN.

14. Furthermore, during the relevant time period and due to the above-mentioned labor code violations, HANHAN failed to pay Plaintiff and others all wages due to them within any time period specified by California Labor Code section 204. HANHAN was also in violation of California Labor Code section 226(a), by failing to include pertinent information on the wage statements, including but not limited to, the full and correct name of the legal employer along with the employer's address, all hours worked (including "off the clock" hours and overtime), gross wages earned, net wages earned, the correct start and end time of the pay period, all deductions, the employee's identifying information, premium pay for the missed meal and rest breaks, and business expense reimbursement, among others. As such, HANHAN did not provide Plaintiff and other similarly situated aggrieved employees with complete, accurate itemized wage statements. In fact, Plaintiff initially received her first or second paystub, but after that, the company stopped providing her with access to her paystubs in contravention of California law.

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

16. HANHAN also violated Labor Code § 203 because it willfully failed to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include payment for all hours worked, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement.

17. Also, during the relevant time period, Plaintiff and other aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by HANHAN. These costs include, but are not limited to, the use of personal cell phones for work purposes as well as uniforms. Moreover, Plaintiff had to purchase an x-ray protector/apron, which the office did not provide for employees. Accordingly, HANHAN was in violation of California Labor Code sections 2800 and 2802.

1 18. Moreover, HANHAN failed to provide sick pay pursuant to Labor Code sections 233 and
2 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved
3 employees in violation of Labor Code Section 3700.5.

4 19. In addition, Plaintiff would have individual claims against HANHAN for battery/assault,
5 negligent retention, retaliation pursuant to Labor Code section 1102.5, constructive wrongful
6 discharge, intentional infliction of emotional distress, and negligent infliction of emotional
7 distress.

8 20. On or around April 5, 2022, Plaintiff was assaulted and battered by "Beth" also known
9 as Teresita Ilagan who purposefully pushed her chair back and struck Plaintiff in the ribs.
10 Plaintiff was forced to go to the hospital due to the injury to her ribs. In fact, HANHAN was
11 fully aware of Teresita's violent propensities as Teresita had previously yelled at Plaintiff and
12 thrown objects at her (a pen). As such, it was reasonably foreseeable that Teresita would
13 physically harm Plaintiff, however, HANHAN failed to protect Plaintiff from Teresita's violent
14 behavior. Moreover, Plaintiff was retaliated against due to complaining about illegal, unsafe, and
15 unsanitary conduct in the workplace. Plaintiff had complained to HANHAN that the office mixes
16 the dirty and used dental tools with the sanitized ones. In fact, Plaintiff had personally witnessed
17 SUHAIR HANHAN prepare unsanitized tools for use on patients. It is not surprising that
18 Plaintiff had heard numerous complaints by patients that had gotten Herpes or other diseases due
19 to the dental instruments and tools not being sanitized. Plaintiff had also noticed that the dental
20 practice may have been committing fraud with respect to the billing of dental services to the
21 insurance company, especially since Plaintiff's parents received treatment at HANHAN and
22 received a subsequent bill for services that were not rendered to them. Plaintiff also noticed that
23 the doctor would add patients to the appointment list that never showed up, but the office would
24 act like they did work on those patients and would bill accordingly.

25 21. Furthermore, due to Plaintiff's complaints, she was treated differently and harassed, and
26 her hours were cut (from 80 hours to 20 hours to even less) in an effort to push Plaintiff out of
27 the office. Moreover, SUHAIR HANHAN's husband was extremely upset that Plaintiff called
28 the police after the Teresita incident and made that known to Plaintiff, which was yet another
reason that the dental practice was retaliating against Plaintiff and treating her differently.

22. It is important to note that when Plaintiff was hired, she was promised a full-time job with benefits. However, during her employment tenure, not only did Plaintiff not receive full-time hours with benefits, but her hours were cut in a retaliatory fashion due to her complaints of illegal conduct at the workplace.

23. Due to the above, Plaintiff's work environment became intolerable, especially since her hours were cut down to the point where Plaintiff was not able to support her 2 children as a single mother. Consequently, Plaintiff was forced to quit her employment in or around May 2022, which was exactly HANHAN's plan.

FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

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

(Plaintiff against all named defendants and all DOE defendants)

24. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 23, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

29. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled

1 to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable
2 attorney's fees and costs of suit.

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

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGES**

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

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

10 31. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
11 1 through 30, inclusive, of this Complaint as though fully set forth herein.

12 32. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
13 to suffer or permit a California employee to work without paying wages at the minimum wage
14 rate for all hours worked as required by the applicable Industrial Welfare Commission Wage
15 Order No. 4-2001, codified at California Code of Regulations, Title 8, Section 11040,
subdivision 4.

16 33. Pursuant to IWC Wage Order No. 4-2001, subdivision 2(K), at all relevant times, "hours
17 worked" included "the time during which an employee is subject to the control of an employer,
18 and includes all the time the employee is suffered or permitted to work, whether or not required
19 to do so, and in the case of an employee who is required to reside on the employment premises,
20 that time spent carrying out assigned duties shall be counted as hours worked..."

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

26 35. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
27 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
28 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to

1 believe that their acts or omissions were not contrary to California law.

2 36. For all hours worked by Plaintiff for which she was paid less than the minimum wage
3 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage
4 rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount equal to
5 unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is
6 also entitled to attorney's fees, costs and interests according to proof.

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

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME**

11 **(California Industrial Welfare Commission Order 4-2001, California Code of
12 Regulations Title 8 Section 11040)**

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

14 38. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
15 1 through 37, inclusive, of this Complaint as though fully set forth herein.

16 39. Pursuant to Industrial Welfare Commission 4-2001, California Code of Regulations,
17 Title 8, Section 11040 for the period of Plaintiff's employment, Defendants were required to
18 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
19 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
20 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
21 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

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

25 41. Plaintiff worked more than eight (8) hours or twelve (12) hours in a single workday or
26 forty (40) hours in a single workweek on numerous occasions.

27 42. Plaintiff was entitled to the above overtime premiums.

28 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
Plaintiff's regular rate of pay for hours worked past eight (8) in a day and two-times Plaintiff's

1 regular rate of pay for hours worked past twelve (12) in a day.

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

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

6 46. Defendants know or should know the actual dates of overtime worked, the amount of
7 overtime worked, and the amount of unpaid overtime e due.

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

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

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

16 **FOURTH CAUSE OF ACTION**

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

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

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

20 50. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
21 1 through 49, inclusive, of this Complaint as though fully set forth herein.

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

24 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
25 accurately reflected all information required by Labor Code Section 226, including but not
26 limited to, gross wages earned, including overtime, net wages earned, total hours worked by the
27 employee, all deductions, and premium pay for missed meal breaks and rest breaks. Therefore,
28 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
accordance with California Labor Code Section 226(a).

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

7 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained
8 damages, including loss of earnings, in an amount to be established at trial. As a further direct
9 and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to
10 recover penalties, in an amount to be established at trial, as well as costs and attorney's fees
11 pursuant to statute.

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

14 **FIFTH CAUSE OF ACTION**

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

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

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

18 56. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
19 1 through 55, inclusive, of this Complaint as though fully set forth herein.

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

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

24 59. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed,
25 believes, and thereon alleges, that all times relevant during the liability period, Defendants
26 maintained a policy or practice of not paying Plaintiff wages for all hours worked, including
27 overtime hours and premium pay for missed rest breaks and meal breaks.

28 60. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
amount, subject to proof, to the extent she was not paid all wages each pay period. The precise

1 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
2 from Defendants' records or indirectly based on information from Defendants' records.

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

6 **SIXTH CAUSE OF ACTION**

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

8 **(California Labor Code Sections 201, 202, 203)**

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

10 62. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
11 1 through 61, inclusive, of this Complaint as though fully set forth herein.

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

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

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

22 66. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
23 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

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

28 68. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set

1 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

2 69. 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 **SEVENTH CAUSE OF ACTION**

6 **FAILURE TO GIVE REST BREAKS**

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

8 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

10 71. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 11 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides
12 that every employer shall authorize and permit all employees to take rest periods,
13 which insofar as practicable shall be in the middle of each work period. The
14 authorized rest period time shall be based on the total hours worked daily at the rate
15 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 16 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
17 that if an employer fails to provide an employee a rest period in accordance with the
18 applicable provisions of this order, the employer shall pay the employee one (1) hour
19 of pay at employee's regular rate of compensation for each workday that the rest
20 period is not provided;
- 21 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes
22 the employer \$50.00 for each initial violation, per employee, of any provision of the
23 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 24 d. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any rest period mandated by an applicable order of the
26 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
27 a rest period in accordance with an applicable order of the Industrial Welfare
28 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.

72. Plaintiff alleges that she 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.

73. 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.

74. 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.

75. 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.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

76. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

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

- a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;
- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal 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 the employee's regular rate of compensation for each workday that the meal period is not provided;
- c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified

1 under Title 8 of the California Code of Regulations Section 11040, which states that
2 if an employer fails to provide an employee a meal period in accordance with the
3 applicable provisions of the Wage Order, the employer shall pay the employee one
4 (1) hour of pay at the employee's regular rate of compensation for each workday that
5 the meal period is not provided;

- 6 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
7 codified under Title 8 of the California Code of Regulations Section 11040, which
8 requires an employer to maintain records documenting its employees' meal periods;
- 9 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
10 codified under California Code of Regulations Section 11040, which penalizes the
11 employer \$50.00 for each initial violation, per employee, of any provision of the
12 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 13 f. California Labor Code section 1171 and 1173, which have given the California Labor
14 Commission jurisdiction to enact Wage Orders (such as Wage Order No. 4) as
15 enforceable law.

16 78. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
17 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
18 to take a second relieved meal break after ten (10) hours of work, as required by California law.
19 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
20 4, as codified under California Code of Regulations Section 11040 *et. seq.* requires that
21 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that
22 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
23 California Labor Code section 226.7 provides that employers may not require their employees
24 to work through their meal periods. California Labor Code section 226.7 and California Code of
25 Regulations section 11040 requires that if the employer fails to provide the employee with an
26 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
27 work day that the meal period is not given.

28 79. 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,

1 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
2 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

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

8 **NINTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

11 82. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
12 1 through 81, inclusive, of this Complaint as though fully set forth herein.

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

16 84. Beginning at least 3 years prior to the filing of this complaint, in order to discharge their
17 duties for Defendants, Plaintiff and others incurred reasonable and necessary expenses in the
18 course of completing her job duties, which were not reimbursed by Defendants. These expenses
19 include, but are not limited to, the use of personal cell phones for work purposes as well as
20 uniforms. Moreover, Plaintiff had to purchase an x-ray protector/apron, which the office did not
21 provide for employees.

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

24 **TENTH CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
27 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174,**
28 **1174.5, 1194, 1197.1, 1198, 2802, 3700.5)**

(Plaintiff against all named Defendants and all DOE Defendants)

1 86. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
2 1 through 85, inclusive, of this Complaint as though fully set forth herein.

3 87. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
4 Defendants of the specific violations of the California Labor Code that Defendants and DOE
5 defendants have violated and continue to violate.

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

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

12 90. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
13 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
14 divisions, commissions, boards, agencies, or employees for violation of the code may, as an
15 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
16 himself or herself and other current or former employees pursuant to the procedures specified in
17 California Labor Code section 2699.3.

18 91. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
19 violator and had one or more of the alleged violations committed against her, and therefore is
20 properly suited to represent the interests of other current and former employees, including all
21 current and former hourly, non-exempt employees who worked for HANHAN in the State of
22 California during the applicable PAGA Period.

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

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

1 94. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants
2 for violating the Labor Code.

3 95. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
4 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
5 seeking individual/victim specific relief or underpaid wages for herself or other employees under
6 this specific PAGA cause of action. Plaintiff has separate causes of action in this Complaint for
7 individual wages but is not seeking wages through the PAGA action.

8 96. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
9 the following:

10 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
11 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 2802,
12 3700.5, and any other Labor Codes/Industrial Welfare Commission Order (No. 4) violated
13 based on the facts alleged in this Complaint.

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

18 **ELEVENTH CAUSE OF ACTION**

19 **ASSAULT AND BATTERY**

20 **(Plaintiff against Defendant SUNHAIR HANHAN DDS INC. and all DOE defendants)**

21 98. Plaintiff realleges, repeats, and incorporates by reference each and every allegation set
22 forth in paragraphs 1 through 97 of this Complaint, as though fully set forth herein.

23 99. On or around April 5, 2022, Plaintiff was assaulted and battered by her co-worker "Beth"
24 also known as Teresita Ilagan who purposefully pushed her chair back and struck Plaintiff in the
25 ribs, injuring Plaintiff. Plaintiff was forced to go to the hospital due to the injury to her ribs.

26 100. On or around April 5, 2022, Defendant SUNHAIR HANHAN DDS INC. by and
27 through its employees and DOES 1 to 50, intentionally, willfully, wantonly and maliciously
28 threatened to strike and otherwise cause a harmful and/or offensive contact with Plaintiff's
person so as to cause a reasonable apprehension by Plaintiff of an immediate harmful or offensive

1 contact with her person, without Plaintiff's consent, causing Plaintiff physical, mental, and/or
2 emotional injuries as alleged herein..

3 101. On or around April 5, 2022, Defendant SUNHAIR HANHAN DDS INC. by and
4 through its employees and DOES 1 to 50, intentionally, willfully, wantonly and maliciously
5 caused a harmful and/or offensive contact with Plaintiff's person without Plaintiff's consent, and
6 as a result thereof an offensive contact with Plaintiff's person directly resulted, causing Plaintiffs
7 physical, mental, and/or emotional injuries as alleged herein.

8 102. Plaintiff did not consent to the use of such force or touching.

9 103. The actions of Defendant SUNHAIR HANHAN DDS INC. by and through its
10 employees aroused fear in Plaintiff and was against her will.

11 104. As a direct and proximate result of the assault and battery as described above and
12 throughout this Complaint, Plaintiff suffered physical and mental injuries.

13 105. As a direct and proximate result of the acts of Defendants, Plaintiff has suffered
14 physical injuries and mental anguish. Plaintiff requires ongoing medical treatment and has
15 incurred costs and will incur costs for said treatments in the future in an amount unknown at this
16 time. Plaintiff is thereby entitled to general and special damages in an amount to be determined
17 at the time of trial. Plaintiff has and will continue to suffer severe mental anguish and emotional
18 distress in the form of anxiety, embarrassment, humiliation, loss of sleep, loss of confidence,
19 loss of self-esteem, and general discomfort; has and will incur medical expenses for treatment
20 by health care professionals, and other incidental expenses; and suffer loss of present and future
21 earnings and earnings capacity.

22 106. SUNHAIR HANHAN DDS INC. engaged in these acts alleged herein and/or
23 condoned, permitted, authorized, and/or ratified the conduct of their employees and agents and
24 is vicariously liable for the wrongful conduct of their employees and agents for this cause of
25 action.

26 **TWELFTH CAUSE OF ACTION**

27 **NEGLIGENT RETENTION, AND SUPERVISION**

28 **(Plaintiff against Defendant SUNHAIR HANHAN DDS INC. and all DOE defendants)**

107. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 106, inclusive, of this Complaint as though fully set forth herein.

2 108. On or around April 5, 2022, Plaintiff was assaulted and battered by “Beth” also
3 known as Teresita Ilagan, who purposefully pushed her chair back and struck Plaintiff in the
4 ribs. Plaintiff was forced to go to the hospital due to the injury to her ribs. In fact, Defendant
5 SUNHAIR HANHAN DDS INC. was fully aware of Teresita Ilagan’s violent propensities as
6 Teresita had previously yelled at Plaintiff and thrown objects at her (a pen).

7 109. Upon information and belief, Defendant SUNHAIR HANHAN DDS INC., by
8 and through its agents and employees, knew or reasonably should have known through
9 reasonable investigation, of Teresita Ilagan’s propensity for violent behavior.

10 110. Defendant had a duty not to hire or retain Teresita Ilagan, provide proper training
11 to Teresita Ilagan and provide reasonable supervision of Teresita Ilagan.

12 111. Defendant negligently hired, retained and/or failed to adequately train and
13 supervise Teresita Ilagan in her position, wherein Teresita Ilagan was able to commit the
14 wrongful acts complained of herein against Plaintiff. Defendant failed to provide reasonable
15 supervision of Teresita Ilagan despite knowing of her propensities for violent behavior.

16 112. As a result of the above-described conduct, Plaintiff has suffered and continues
17 to suffer a great amount of stress, anxiety, humiliation, embarrassment, loss of sleep, loss of
18 confidence, loss of self-esteem, and general discomfort.

19 113. Defendant engaged in these acts alleged herein and/or condoned, permitted,
20 authorized, and/or ratified the conduct of their employees and agents and are vicariously liable
21 for the wrongful conduct of their employees and agents for this cause of action.

22 **THIRTEENTH CAUSE OF ACTION**

23 **RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

24 **(Plaintiff against Defendant SUNHAIR HANHAN DDS INC. and all DOE defendants)**

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

27 115. At all times material to this Complaint, California Labor Code § 1102.5 was in
28 effect and binding on Defendants. This section requires Defendants to refrain from retaliating
against an employee for disclosing information to a person with authority over the employee if

1 the employee has reasonable cause to believe that the information discloses a violation of state
2 or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
3 regulation, regardless of whether disclosing the information is part of the employee's job duties.

4 116. As discussed fully above, Plaintiff complained to Defendants about illegal,
5 unsafe, and unsanitary conduct in the workplace, as well as the violent attack committed against
6 her by Teresita at the workplace.

7 117. HANHAN retaliated against Plaintiff for her complaints, as alleged above, in
8 violation of Labor Code § 1102.5. Due to Plaintiff's complaints about the workplace, she was
9 treated differently and harassed, and her hours were cut (from 80 hours to 20 hours to even less)
10 in an effort to push Plaintiff out of the office. Defendants were also upset that Plaintiff had called
11 the police after the Teresita incident, which was yet another reason that the dental practice was
12 retaliating against Plaintiff and treating her differently

13 118. As a direct and proximate result of the aforementioned acts and omissions of
14 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
15 loss of income (past and future), loss of employment benefits (past and future), general and
16 compensatory damages (past and future), mental pain and anguish and emotional distress (past
17 and future), and will continue to suffer in the future, in an amount to be proved at trial.

18 119. Plaintiff requests all available relief under Labor Code § 1102.5 including
19 damages and the imposition of civil penalties of \$10,000 for each violation as well as attorney's
20 fees.

21 **FOURTEENTH CAUSE OF ACTION**

22 **CONSTRUCTIVE WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

23 **(Plaintiff against Defendant SUNHAIR HANHAN DDS INC. and all DOE defendants)**

24 120. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 119, inclusive, of this Complaint as though fully set forth herein.

26 121. At all times during her employment with SUNHAIR HANHAN DDS INC.,
27 Plaintiff performed her duties with the utmost diligence and competence.

28 122. Plaintiff is informed and believes and thereon alleges that Defendants' decisions
to retaliate against her, as alleged herein, was motivated by Plaintiff's complaints regarding the

1 illegal, unsafe, and unsanitary conduct in the workplace. Defendants intentionally created the
2 aforementioned harassment and retaliation, thereby not giving Plaintiff an opportunity to work
3 in an environment free of harassment and retaliation. This situation, along with the illegal
4 activity and labor code violations became intolerable for Plaintiff and Plaintiff had no alternative
5 but to quit her job.

6 123. The employment of Plaintiff was constructively wrongfully terminated in or
7 around May 2022 in violation of the fundamental public policy of the State of California with
8 respect to harassment and retaliation against an employee for complaining about illegal,
9 unsafe, and unsanitary conduct at the workplace. Plaintiff was forced to hire an attorney to
10 assist her to end these illegal activities. Said conduct violated statutory and constitutional
11 expressions of public policy including, but not limited to, California Government Code
12 sections 12940 et seq., and the California Constitution, Article 1 section 8.

13 124. As set forth above, said actions by Defendants were wrongful and in violation
14 of the fundamental principles of the public policy of the State of California as reflected in its
15 laws, objectives and policies. Said statutes and constitutional expressions of public policy
16 include, but are not limited to, California Labor Code and the California Constitution, Article 1
17 section 8. These laws inure to the benefit of the public at large, and not just the private interests
18 of the employers and employees whom they govern or protect.

19 125. As a direct and proximate result of the aforementioned acts and omissions of
20 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
21 loss of income (past and future), loss of employment benefits (past and future), general and
22 compensatory damages (past and future), mental pain and anguish and emotional distress (past
23 and future), and will continue to suffer in the future, in an amount to be proved at trial.

24 126. The foregoing conduct engaged in by Defendants and each of their directors,
25 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
26 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
27 an environment free of labor code violations, so as to justify the imposition of punitive damages
28 to punish and set an example of said Defendants.

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1 **FIFTEENTH CAUSE OF ACTION**

2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 **(Plaintiff against all named Defendants and all DOE Defendants)**

4 127. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 126, inclusive, of this Complaint as though fully set forth herein.

6 128. Defendants' harassing and retaliatory actions against Plaintiff constituted severe
7 and outrageous misconduct and caused Plaintiff extreme emotional distress.

8 129. Defendants were aware that treating Plaintiff in the manner alleged above,
9 would devastate Plaintiff and cause Plaintiff extreme hardship.

10 130. As a direct and proximate result of the aforementioned acts and omissions of
11 Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and
12 emotional distress, including but not limited to, anguish, humiliation, embarrassment, loss of
13 confidence, fright, depression, and anxiety, the exact nature and extent of which are not now
14 known to her, but in an amount to be proved at trial.

15 131. Defendants' misconduct was done intentionally, in a malicious, fraudulent,
16 oppressive manner, entitling Plaintiff to punitive damages.

17 **SIXTEENTH CAUSE OF ACTION**

18 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

19 **(Plaintiff against all named Defendants and all DOE Defendants)**

20 132. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 131, inclusive, of this Complaint as though fully set forth herein.

22 133. As an employee of Defendants, Plaintiff was owed a duty of care by Defendants,
23 and each of them, to ensure that Plaintiff was not exposed to foreseeable harms.

24 134. Defendants knew, or should have known, that Plaintiff was being subjected to
25 harassment and retaliation, and that, the failure to exercise due care to prevent a harassing and
26 retaliatory course of conduct could and would cause Plaintiff to suffer severe emotional distress.

27 135. Defendants failed to exercise their duty of care to prevent their employees,
28 managers, supervisors, and/or officers from harassing and retaliating against Plaintiff due to her
complaints about illegal, unsafe, and unsanitary conduct occurring at the workplace, including

1 Teresita's violent conduct towards her.

2 136. As a direct and proximate result of the aforementioned acts and omissions of
3 Defendants, Plaintiff has been caused to and did in fact suffer severe and extreme mental and
4 emotional distress, including but not limited to, anguish, humiliation, embarrassment, and
5 anxiety, the exact nature and extent of which are not now known to her, but in an amount to be
6 proved at trial.

7 137. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff
8 has been directly and legally caused to suffer damages as alleged herein.

9 **SEVENTEENTH CAUSE OF ACTION**

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

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

12 **(Plaintiff against Defendant SUNHAIR HANHAN DDS INC. and all DOE defendants)**

13 138. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 137, inclusive, of this Complaint as though fully set forth herein.

15 139. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendant
16 constitutes unfair and unlawful business practices under California Business and
17 Professions Code Section 17200, et seq.

18 140. Defendant's violations of California labor laws and the Labor Code, as alleged
19 above constitutes a business practice because it was done repeatedly over a significant period of
20 time in a systematic manner that was detrimental to Plaintiff and other similarly situated
21 aggrieved employees.

22 141. For the four years preceding the filing of this action, Plaintiff has suffered
23 damages and request damages and/or restitution of all monies and profits to be disgorged from
24 Defendant in an amount according to proof at time of trial, but in excess of the jurisdiction of
25 this Court.

26 WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as
27 follows:

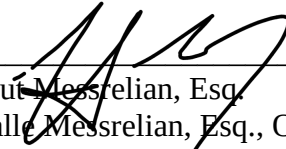
- 28 1. For compensatory damages including lost past and future wages, regular wages,
overtime, and all other sums of money, including employment benefits, together with

- 1 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
- 2 2. For general damages according to proof;
- 3 3. For special and consequential damages to Plaintiff in an amount subject to proof at trial;
- 4 4. For punitive and exemplary damages against SUNHAIR HANHAN DDS INC. in an
- 5 amount subject to proof;
- 6 5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
- 7 at trial;
- 8 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
- 9 subject to proof at trial;
- 10 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
- 11 proof at trial;
- 12 8. For restitution and disgorgement for all unfair business practices by Defendant
- 13 SUNHAIR HANHAN DDS INC. against Plaintiff in an amount subject to proof at trial;
- 14 9. For an order enjoining Defendant SUNHAIR HANHAN DDS INC. from further unfair
- 15 and unlawful business practices in violation of Business and Professions Code Sections
- 16 17200, et seq.;
- 17 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 18 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 19 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
- 20 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 21 12. For maximum civil penalties available under the Labor Code and applicable Wage Order
- 22 against Defendant as described more particularly in the Complaint and Representative
- 23 PAGA claim/action;
- 24 13. For all remedies available to Plaintiff under the applicable Wage Order and the
- 25 Labor Code including an award of attorney's fees, costs, interest, and penalties
- 26 according to proof to the extent permitted by law;
- 27 14. For restitution and/or damages for all amounts unlawfully withheld from the wages of
- 28 Plaintiff, as may be proven;
15. For the imposition of civil penalties and/or statutory penalties;

- 1 16. For all interest as allowed by law;
2 17. For all costs and disbursements incurred in this suit;
3 18. Reasonable attorney's fees where available by law, including but not limited to,
4 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
5 the California Labor Code, including Labor Code section 1102.6; and/or other
6 applicable laws; and
7 19. For such other and further relief as this Court may deem proper.

9 DATED: August 30, 2022

MESSRELIAN LAW INC.

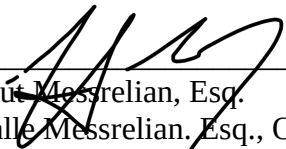
11 By 
12 Harout Messrelian, Esq.
13 Maralle Messrelian, Esq., Of Counsel
Attorneys for Plaintiff Pamela Villarroel Sosa

14 **DEMAND FOR JURY TRIAL**

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

17 DATED: August 30, 2022

MESSRELIAN LAW INC.

19 By 
20 Harout Messrelian, Esq.
21 Maralle Messrelian, Esq., Of Counsel
Attorneys for Plaintiff Pamela Villarroel Sosa