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8 Attorneys for Plaintiff ALEXANDER SAVAGE
on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 ALEXANDER SAVAGE, on behalf of the
12 State of California and all Aggrieved
Employees,

13 Plaintiff,

14 v.
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16 INTERDENT SERVICE CORPORATION,
17 a Washington Corporation; and DOES 1-
100, inclusive,

18 Defendants.
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Case No.: **25STCV17249**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, ALEXANDER SAVAGE, (“PLAINTIFF”), on behalf of the State of California
2 and all Aggrieved Employees (as defined below), hereby files this Complaint against Defendants
3 INTERDENT SERVICE CORPORATION, a Washington Corporation; and DOES 1-100,
4 inclusive. PLAINTIFF is informed and believes and thereon alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved
7 Employees and the State of California against DEFENDANTS, pursuant to California’s Private
8 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for
9 DEFENDANTS’ violations of the California Labor Code as alleged below.

10 **JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
12 California statutes, including but not limited to the PAGA, and decisional law and regulations.

13 3. Venue is proper in this judicial district and the County of Los Angeles pursuant to
14 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
15 this judicial district, DEFENDANTS maintain their principal place of business in this judicial
16 district, and conduct alleged by PLAINTIFF herein occurred in this judicial district. *See also*
17 *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a
18 PAGA action is proper in any county where the defendants committed Labor Code violations against
19 some of its employees). Venue is also proper pursuant to section 393 of the California Code of Civil
20 Procedure because the cause, or some part of the cause, arose in the County of Los Angeles.

21 **THE PARTIES**

22 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
23 California and a citizen of the State of California.

24 5. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
25 DEFENDANTS as a non-exempt employee with a job title of dental assistant, then registered dental
26 assistant and/or similar job titles/positions, from in or around May 2021, through in or around
27 February 2025.

28 6. Defendant, INTERDENT SERVICE CORPORATION, is a Washington
2
PLAINTIFF’S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 Corporation, that at all relevant times was authorized to do business in California and is doing
2 business in California.

3 7. DEFENDANTS own, operate, manage and/or staff its employees to work at the
4 offices, stores, dental locations, facilities and/or other locations in California, including but not
5 limited to, in Fresno, Tehachapi, Milpitas, Brentwood, Sunnyvale, Palo Alto, Hayward, San
6 Francisco, San Diego, La Mesa, Escondido, Vista, Carlsbad, Chula Vista, Murrietta, Laguna
7 Woods, Perris, Irvine, Costa Mesa, Riverside, Moreno Valley, Norco, Palm Springs, Placentia,
8 Indio, Brea, Rancho Cucamonga, Hesperia, Apple Valley and at least three (3) locations in
9 Bakersfield, California. DEFENDANTS operate under multiple names, including without
10 limitation: “Gentle Dental,” “Smile Keepers Dental,” “Capitol Dental,” “Blue Oak Dental,”
11 “Leisure Dental,” and/or “InterDent.” DEFENDANTS, through its various locations and business
12 operations, serve primarily the dental and/or personal/consumer services industry.¹

13 8. The true names and capacities of the DOE Defendants sued herein as DOES 1
14 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
15 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
16 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
17 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
18 become known.

19 9. PLAINTIFF is further informed and believes that, at all relevant times, each
20 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
21 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
22 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
23 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
24 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
25 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
26 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
27 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,

28 ¹ See <https://gentledental.interdent.com/>. Last visited on June 10, 2025.

1 controlled, aided and abetted the conduct of all other Defendants.

2 **JOINT LIABILITY**

3 10. Under California law, the definition of the terms “to employ” are broadly construed
4 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
5 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
6 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
7 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
8 was to reach situations in which multiple entities control different aspects of the employment
9 relationship. Supervision of the work, in the specific sense of exercising control over how services
10 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
11 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
12 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
13 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
14 California, applying a less stringent standard to what constitutes sufficient control by a business
15 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
16 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
17 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
18 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
19 employment,” *Id.* at 875 [emphasis added].

20 11. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the
21 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
22 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
23 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
24 over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2)
25 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged
26 PLAINTIFF and Aggrieved Employees to work for them.

27 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
28 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized

1 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
2 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
3 policies and practices regardless of the location(s) where they worked. Among other things,
4 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
5 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
6 over the day-to-day operations and employment matters, including the power to hire and fire, set
7 schedules, issue employee policies, and determine rates of compensation across its locations in
8 California; (3) DEFENDANTS utilize the same policies and procedures for all California
9 employees, including issuing the same employee handbooks and other form agreements; (4)
10 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
11 employment matters; and, (6) DEFENDANTS share employees.

12 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
13 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved
14 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
15 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
16 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
17 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
18 Employees.

19 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
20 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
21 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
22 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved
23 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
24 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
25 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of
26 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
27 and Aggrieved Employees' employment with or without cause. Upon information and belief,
28 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in

1 writing the details of their compensation, and the manner in which they were to take meal and rest
2 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
3 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
4 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

5 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
6 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
7 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
8 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
9 PLAINTIFF seeks relief in this Complaint.

10 16. By reason of their status as joint employers of PLAINTIFF and Aggrieved
11 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
12 Code and applicable Wage Orders as to all Aggrieved Employees.

13 **PAGA ALLEGATIONS**

14 17. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
15 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
16 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include the
17 following:

18 All current and former non-exempt employees that worked either directly or via a
19 staffing agency for any one or more DEFENDANTS at any location in California at
20 any time from one year plus 65 days from the filing of the initial Complaint through
21 the present ("PAGA Period").

22 18. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
23 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
24 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
25 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the
26 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has
27 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as
28 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged

1 violations.

2 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

3 19. PLAINTIFF, on April 2, 2025, through counsel, gave written notice by online filing
4 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
5 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
6 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
7 certified mail.

8 20. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
9 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
10 Employees.

11 21. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
12 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
13 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
14 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
15 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

16 22. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
17 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
18 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

19 **FACTUAL ALLEGATIONS**

20 23. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,
21 worked for DEFENDANTS in the State of California. At all times referenced herein,
22 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and required,
23 suffered and/or permitted them to work.

24 24. PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for
25 DEFENDANTS as a non-exempt employee with a job title of dental assistant, then registered dental
26 assistant and/or similar job titles/positions, from in or around May 2021, through in or around
27 February 2025.

28 25. PLAINTIFF regularly worked shifts lasting at least six (6) to ten (10) hours per day.

1 26. DEFENDANTS assigned PLAINTIFF to work at its locations in San Diego County,
2 including but not limited to, DEFENDANTS' locations in the cities/neighborhoods of Chula Vista,
3 Carlsbad, Escondido, and Sorrento Valley, which operate under name "Gentle Dental."

4 27. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
5 DEFENDANTS as hours worked. At times, DEFENDANTS compensated PLAINTIFF with a base
6 hourly rate of \$20.57.

7 28. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
8 worked shifts of more than five (5) hours, entitling them to at least one meal period.

9 29. At times, PLAINTIFF and other Aggrieved Employees would not receive legally
10 compliant thirty (30) minute first meal breaks.

11 30. For example, PLAINTIFF was frequently required to take interrupted and/or
12 shortened meal periods due to the need to complete assigned job duties, resulting in denied meal
13 periods as well as DEFENDANTS' failure to compensate PLAINTIFF for all hours worked.

14 31. Based on information and belief, DEFENDANTS would unlawfully round or edit
15 the clock in and out times for PLAINTIFF's and other Aggrieved Employees' meal periods/instruct
16 Aggrieved Employees to record at least a thirty minute off-duty meal period during many if not all
17 shifts worked, notwithstanding the fact that DEFENDANTS had actual and/or constructive
18 knowledge that DEFENDANTS had required PLAINTIFF and other Aggrieved Employees to
19 perform work-related tasks during their meal periods.

20 32. At times, DEFENDANTS implemented policies and/or practices that failed to relieve
21 Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal periods.

22 33. Based on information and belief, DEFENDANTS had actual and/or constructive
23 knowledge that their policies and practices resulted in the denial of uninterrupted meal periods
24 which were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees,
25 in violation of California's meal period laws.

26 34. Based on information and belief, when PLAINTIFF and other Aggrieved Employees
27 worked shifts of more than ten (10) hours including but not limited to due to pre-shift off-the-clock
28 work, they did not receive a second legally compliant thirty (30) minute second meal break/.

1 35. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees an
2 additional hour of wages at their respective regular rates of compensation for each workday a lawful
3 meal period was not provided.

4 36. **Rest Period Violations.** DEFENDANTS did not properly authorize and permit
5 PLAINTIFF and other Aggrieved Employees to take legally compliant rest periods at a rate of every
6 four (4) hours worked or major fraction thereof, that insofar as practicable, were in the middle of
7 the work period, as required by law.

8 37. For example, PLAINTIFF was frequently required to complete work tasks during
9 rest periods due to lack of relief workers and/or the need to complete assigned job duties.

10 38. DEFENDANTS implemented policies and/or practices that failed to relieve
11 PLAINTIFF and other Aggrieved Employees of all duties and DEFENDANTS' control during rest
12 periods.

13 39. Based on information and belief, DEFENDANTS failed to provide any form of a
14 third rest period on shifts lasting longer than ten hours.

15 40. Furthermore, DEFENDANTS failed to pay a rest period premium at Aggrieved
16 Employees' respective regular rates of pay for each day in which they experienced a
17 missed/unlawful rest period in violation of California law.

18 41. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
19 PLAINTIFF and other Aggrieved Employees for all hours worked, resulting in the underpayment
20 of minimum and overtime wages.

21 42. Aggrieved Employees were not paid for all hours worked due to DEFENDANTS'
22 mandated off-the-clock work policies and/or practices.

23 43. For example, DEFENDANTS required, suffered and/or permitted Aggrieved
24 Employees to complete off-the-clock work tasks prior to clocking in for the start of their shifts, after
25 clocking out for the end of their shifts and/or during unpaid meal periods, resulting in
26 DEFENDANTS' failure to compensate Aggrieved Employees for all hours worked and the
27 underpayment of wages owed to those Aggrieved Employees.

28 44. For example, as explained herein, PLAINTIFF was often required to complete work

1 tasks during unpaid meal periods resulting in DEFENDANTS' failure to compensate PLAINTIFF
2 for all hours worked and the underpayment of wages owed.

3 45. Based on information and belief, other Aggrieved Employees were also required to
4 complete work tasks during unpaid meal periods resulting in DEFENDANTS' failure to compensate
5 Aggrieved Employees for all hours worked and the underpayment of wages owed.

6 46. Based on information and belief, at times, PLAINTIFF and other Aggrieved
7 Employees were required to complete off-the-clock work outside of scheduled shifts due to work-
8 related phone calls and/or messages they received to their personal cellphones and were required to
9 respond to, including but not limited to, communications from supervisors regarding scheduling
10 and/or other work tasks, resulting in the underpayment of wages owed.

11 47. Based on information and belief, due to including but not limited to, scheduling
12 issues and/or understaffing, Aggrieved Employees were at times required after working at their
13 scheduled facility location to cover a shift at another of DEFENDANTS'
14 stores/offices/facilities/locations but were not compensated for all time spent driving to the second
15 facility, resulting in the underpayment of minimum and overtime wages owed to Aggrieved
16 Employees. Based on information and belief, DEFENDANTS failed to compensate PLAINTIFF
17 and other Aggrieved Employees for all time spent traveling between DEFENDANTS' locations,
18 resulting in off-the-clock work.

19 48. DEFENDANTS failed and continue to fail to pay the lawful premium wage rate for
20 all hours worked beyond eight (8) hours in a workday or beyond forty (40) hours in a workweek.

21 49. Based on information and belief, DEFENDANTS had actual and/or constructive
22 knowledge that their off-the-clock work policies and practices resulted in the underpayment of
23 minimum wages and overtime wages owed to Aggrieved Employees, in violation of California's
24 minimum and overtime wage laws.

25 50. Based on information and belief, DEFENDANTS failed to incorporate all non-
26 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
27 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
28 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime

1 wages owed.

2 51. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
3 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
4 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
5 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
6 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
7 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate by the employee.

10 52. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
11 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
12 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
13 Aggrieved Employees (by virtue of off-the-clock work policies and practices) which results in a
14 violation of Labor Code section 226(a).

15 53. Based on information and belief, wage statements issued by DEFENDANTS failed
16 to list all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee, in violation of including but not limited to, Labor
18 Code section 226(a)(9).

19 54. For example, DEFENDANTS' wage statements issued to PLAINTIFF display at
20 least two separate line items related to overtime, one called "Overtime," which lists a rate equal to
21 PLAINTIFF's hourly base rate of pay and a separate line item called "Overtime Prem," which lists
22 a rate equal to one-half PLAINTIFF's hourly base rate of pay. As such, DEFENDANTS fail to list
23 an accurate overtime rate of pay anywhere on wage statements issued to PLAINTIFF, in violation
24 of Labor Code section 226(a)(9).

25 55. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
26 Employees that were not accurate and did not include all of the statutorily required information. As
27 such, DEFENDANTS violated Labor Code section 226.

28 56. **Failure to Timely Pay All Wages Upon Separation of Employment.**

1 DEFENDANTS failed to timely pay Aggrieved Employees all wages that were due and owing upon
2 discharge of employment. DEFENDANTS untimely provide final wages to Aggrieved Employees
3 without regard to the timing requirements of Labor Code sections 201-202.

4 57. Upon separation of employment, Aggrieved Employees' final paychecks were not
5 timely provided, were not timely provided with all paid time off and/or did not include all wages
6 owed as they were devoid of, including but not limited to, all owed minimum wages, overtime
7 wages, premium wages and/or paid time off wages at the properly accrued rates.

8 58. For example, DEFENDANTS failed to timely furnish PLAINTIFF with a final
9 paycheck containing all wages owed, including without limitation, all owed minimum wages,
10 overtime wages, premium wages, vacation pay and/or paid time off wages at the properly accrued
11 rates.

12 59. Thus, PLAINTIFF is entitled to penalties under Labor Code section 203.

13 60. These violations subject DEFENDANTS to civil penalties under Labor Code section
14 203, 210, and/or 256.

15 61. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
16 Aggrieved Employees to incur business expenses as a direct consequence of the performance of
17 their job duties without providing reimbursement, in violation of Labor Code section 2802.

18 62. DEFENDANTS shifted the costs of doing business onto Aggrieved Employees by
19 requiring them to pay for their business expenses, such as but not limited to, the use of Aggrieved
20 Employees' personal vehicles and/or personal cell phones.

21 63. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
22 cell phone/device to carry out PLAINTIFF's assigned job duties including without limitation, for
23 receiving and responding to work-related calls / messages from supervisors and/or other employees
24 regarding scheduling / other work tasks, however, DEFENDANTS did not reimburse PLAINTIFF
25 at all these business expenses.

26 64. For example, DEFENDANTS' wage statements issued to PLAINTIFF do not show
27 any reimbursement for cellphone-related business expenses.

28 65. Also, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal vehicle

1 to carry out PLAINTIFF's assigned job duties, however, DEFENDANTS did not reimburse
2 PLAINTIFF at all and/or in full for all vehicle-related business expenses.

3 66. For example, DEFENDANTS required PLAINTIFF to travel between
4 DEFENDANTS' facilities and/or otherwise use PLAINTIFF's personal vehicle for
5 DEFENDANTS' business purposes but did not reimburse PLAINTIFF at the legally mandated
6 Internal Revenue Service (IRS) mileage reimbursement rate in effect and/or otherwise failed to
7 reimburse PLAINTIFF for all vehicle-related business expenses, in violation of Labor Code section
8 2802.

9 67. For example, DEFENDANTS' wage statements issued to PLAINTIFF do not show
10 any reimbursement for vehicle-related business expenses.

11 68. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
12 for all reasonable expenses associated with carrying out their duties required that Aggrieved
13 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
14 2802.

15 69. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
16 engaged in these same herein described unlawful practices, which led to violations of the California
17 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
18 unlawful practices to all of its employees that it applied to PLAINTIFF.

19 **FIRST CAUSE OF ACTION**
20 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
21 **2698, ET SEQ.**
22 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
23 **Defendants)**

24 70. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

25 **Meal Period Violations**

26 71. California law requires employers to provide employees a duty-free, uninterrupted
27 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
28 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
Court (2012) 53 Cal.4th 1004.

1 72. Employers must also provide employees with a second duty-free, uninterrupted thirty
2 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
3 be provided before the end of the 10th hour of work. *Ibid.*

4 73. Employers covered by any and all applicable IWC Wage Orders have an obligation
5 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
6 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
7 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
8 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
9 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
10 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
11 provided”).

12 74. Employers must pay employees an additional hour of wages at the employees’
13 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
14 meal period, first meal period provided after five (5) hours, second meal period provided after 10
15 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
16 provide an employee a meal period in accordance with the applicable provision of this Order, the
17 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
18 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

19 75. As explained above, PLAINTIFF and other Aggrieved Employees were unable to
20 take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to work during
21 their meal periods, take interrupted and/or shortened meal periods due to the nature and constraints
22 of their job duties, and/or commentary from supervisors pressuring them to take non-compliant meal
23 periods or skip meal periods completely.

24 76. Also, DEFENDANTS implemented policies and practices that failed to relieve
25 Aggrieved Employees of all duties and DEFENDANTS’ control during meal periods, in violation
26 of California meal period law.

27 77. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
28 actual and/or constructive knowledge that their unlawful policies and practices resulted in the denial

1 of compliant meal periods in violation of California's meal period laws.

2 78. DEFENDANTS also failed to pay all owed premiums at Aggrieved Employees'
3 respective regular rates of pay for missed/otherwise unlawful meal periods in violation of California
4 law.

5 79. These unlawful meal period policies and practices result in violations of Labor Code
6 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
7 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
8 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
9 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

10 **Rest Period Violations**

11 80. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
12 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
13 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
14 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
15 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
16 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
17 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
18 1029). The rest period requirement obligates employers to permit and authorize employees to take
19 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
20 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
21 257. If the employer fails to provide any required rest period, the employer must pay the employee
22 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
23 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
24 applicable IWC Wage Order, §12(B).

25 81. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
26 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
27 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
28 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from

1 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
2 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
3 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
4 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
5 “onus is on the employer to clearly communicate the authorization and permission [to take rest
6 periods] to its employees.”).

7 82. PLAINTIFF and the Aggrieved Employees were not allowed to take legally
8 compliant, timely 10-minute rest periods for every four (4) hours worked or major fraction thereof.
9 As explained above, rest periods were interrupted, cut short, on duty, and/or otherwise subject to
10 DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
11 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
12 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

13 83. DEFENDANTS implemented policies and/or practices that failed to relieve
14 PLAINTIFF and other Aggrieved Employees of all duties and employer control during rest periods.
15 Aggrieved Employees were pressured to complete their work duties according to a designated
16 schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

17 84. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
18 first meal periods as required by California law.

19 85. Moreover, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and
20 other Aggrieved Employees at their respective regular rates of pay for each workday in which there
21 was a missed or otherwise unlawful rest period.

22 86. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
23 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
24 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

25 **Minimum and Overtime Wage Violations**

26 87. California law provides that employees in California must be paid for all hours
27 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
28 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.

1 The minimum wage standard applies to each hour employees worked for which they were not paid.
2 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
3 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
4 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

5 88. California law also provides that employees in California must be paid overtime,
6 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
7 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
8 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
9 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
10 consecutive day of work in a work week. *Ibid.*

11 89. As explained above, DEFENDANTS violated California's minimum and overtime
12 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
13 by virtue of, among other things, DEFENDANTS' off-the-clock work policies and practices
14 described above which resulted in unpaid minimum and overtime wages.

15 90. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
16 Aggrieved Employees for all hours worked.

17 91. Based on information and belief, DEFENDANTS had actual or constructive
18 knowledge that off-the-clock work policies and practices resulted in the underpayment of minimum
19 and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

20 92. DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours
21 worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

22 93. Based on information and belief, DEFENDANTS further violated California's
23 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
24 limited to, non-discretionary bonus compensation, shift differentials, multiple base rates of pay
25 and/or other non-discretionary compensation into the regular rate of pay used to calculate the
26 overtime rate of pay. Failing to include non-discretionary compensation into the regular rate of pay
27 resulted in a miscalculation of the overtime wage rate, resulting in the underpayment of overtime
28 wages owed to PLAINTIFF and other Aggrieved Employees.

1 94. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
2 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
3 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
4 Wage Orders, section 20.

5 **Business Expense Violations**

6 95. California law requires employers to indemnify their employees for all necessary
7 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
8 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
9 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
10 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
11 incurred by the employee enforcing the rights granted by this section.”

12 96. Among other things, under California law, when employees must use their personal
13 cellphones for work-related purposes, the employer must reimburse them for a reasonable
14 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
15 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
16 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
17 *Id.* 1144-1145.

18 97. Further, “any contract or agreement, express or implied, made by any employee to
19 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
20 any employee or his personal representative of any right or remedy to which he is entitled to under
21 the laws of this State.” *See* Cal. Lab. Code section 2804.

22 98. As described above, PLAINTIFF and the Aggrieved Employees were improperly
23 required to pay for business expenses that are legally the responsibility of the employer.

24 99. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
25 full reimbursement for all reasonable expenses associated with carrying out their duties required
26 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
27 expenses in violation of Labor Code section 2802.

28 100. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved

1 Employees have suffered injury in that they were not completely reimbursed as mandated by
2 California law.

3 101. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
4 full reimbursement for all reasonable expenses associated with carrying out their duties required
5 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
6 expenses in violation of Labor Code section 2802.

7 102. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
8 Employees have suffered injury in that they were not completely reimbursed as mandated by
9 California law.

10 103. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
11 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
12 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
13 Code § 2802 and the applicable Wage Order.

14 **Wage Statement Violations**

15 104. California law requires every employer semi-monthly or at the time of each payment
16 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
17 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
18 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
19 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
20 is paid; (7) the name of the employee and only the last four digits of his or her social security number
21 or an employee identification number other than a social security number; (8) the name and address
22 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
23 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

24 105. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
25 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
26 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
27 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
28 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net

1 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
2 effect during the pay period and the corresponding number of hours worked at each hourly rate by
3 the employee, in violation of Labor Code section 226(a)(9).

4 106. Moreover, due to violations detailed above, including but not limited to,
5 DEFENDANTS' failure to pay regular and overtime wages for all hours worked and failure to
6 provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226
7 by willfully failing to furnish PLAINTIFF and other Aggrieved Employees with accurate, itemized
8 wage statements that listed the gross and net wages earned and the correct applicable rates of pay
9 for all hours worked. Based on information and belief, DEFENDANTS failed to incorporate all
10 forms of non-discretionary compensation earned during the pay period into the regular rate of pay
11 for purposes of calculating the owed overtime rate, and as such, failed to display the proper overtime
12 rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved Employees.

13 107. As explained above, wage statements issued by DEFENDANTS failed to list the
14 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of off-the-clock work
15 policies and practices described above), which results in a violation of Labor Code section 226(a).
16 Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor
17 Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

18 108. Also, wage statements issued by DEFENDANTS failed to list all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours worked at each hourly
20 rate by the employee, in violation of, including but not limited to, Labor Code section 226(a)(9).

21 109. DEFENDANTS' failure to accurately list all hours worked on all wage statements
22 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
23 Employees over whether they received all wages owed to them.

24 110. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
25 they could not easily determine whether they received all wages owed to them and whether they
26 were paid for all hours worked.

27 111. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
28 Aggrieved Employees with accurate, itemized wage statements.

112. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved Employees have suffered injury. The absence of accurate information on their wage statements has prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and mathematical computations to determine the amount of wages owed, and will cause difficulty and expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to participate in this lawsuit and create more difficulty and expense from having to reconstruct time and pay records than if DEFENDANT had complied with its legal obligations.

113. These violations subject DEFENDANTS to civil penalties under Labor Code § 226. Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period during which the statute provisions were violated. ²

Untimely Payment of Final Wages

114. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

115. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

116. As explained herein, DEFENDANTS failed and continue to fail to timely pay final

² Labor Code § 226.3 (establishing that the civil penalty is "per employee per violation").

1 wages to Aggrieved Employees upon discharge/separation of employment in violation of Labor
2 Code section 201-202. Also, final paychecks did not include all wages owed as they are devoid of,
3 including but not limited to, all owed minimum wages, overtime wages, premium wages, and/or
4 paid time off wages at the properly accrued rates.

5 117. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
6 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
7 256.

8 118. Under the provisions of PAGA and the above mentioned Labor Code sections,
9 including but not limited to Labor Code sections 201-203, 226, 226.7, 256, 510, 512, 558, 558.1,
10 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders as well as all interpretations
11 of these laws by California Courts and administrative bodies, as well as any other law that is
12 enforceable through PAGA, DEFENDANTS are liable for the following penalties:

13 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
14 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
15 pursuant to Labor Code section 2699(a); and

16 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
17 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
18 by Labor Code section 2699(f).

19 119. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
20 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of the State of California and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: June 13, 2025

CROSNER LEGAL, PC

By: 

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