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aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

STK-CV-

4WT-2023-3553

CASE NO.

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 248.6, 256, 432.5, 510, 512, 558, 1102.5, 1174, 1174.5, 1197, 1197.1, 1198, 1198.5, 1199, and IWC Wage Order No. 4-2001 and/or other applicable wage order

PLAINTIFF,

v.

SHVETA DALLA, an individual,
AMANDEEP GILL, an individual, DEVAN
DALLA, an individual, DALLA GILL
DENTAL, INC., a California Corporation,
GILL DALLA DENTAL, INC., a California
Corporation, DALLA DENTAL GROUP
FAIRFIELD, INC., a California Corporation,
DALLA DDS, INC., a California
Corporation, DEVAN DALLA, D.D.S, INC.,
a California Corporation, DALLA DDS ELK
GROVE, INC., a California Corporation,
DALLA DENTAL GROUP GALT, INC., a
California Corporation, DALLA DENTAL
GROUP, INC., a California Corporation,
DALLA PEDIATRIC DENTAL, INC., a
California Corporation, A.S. GILL DENTAL
CORP., a California Corporation, DALLA
SHVETA, LLC, a California Limited
Liability Company, DALLA-KAUR
DENTAL GROUP, INC., a California
Corporation, DALLA-KAUR, LLC, a
California Limited Liability Company,
JUANA HUSTAD, an individual, and DOES
1 thru 50, inclusive,

DEFENDANTS.

1. Plaintiffs Anabel Sanchez Gamino, Maria De Jesus Aranda, Maria Jauregui, Irma Zarate, and Mayra Flores, on behalf of the State of California and as an “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorneys General Act of 2004, § 2698, *et seq.* (“PAGA”) complain of Defendants Shveta Dalla, Amandeep Gill, Devan Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S, Inc., DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta, LLC, Dalla-Kaur Dental Group, Inc., Dalla-Kaur, LLC, Juana Hustad, and Does 1 thru 50, inclusive (“Defendants”) and the Doe Defendants and each of them, as follows:

I.

INTRODUCTION

2. This is a representative action brought pursuant to Labor Code § 2698, *et seq.*, on behalf of the State of California and several groups of aggrieved employees defined as follows:

- (1) all non-exempt, hourly employees who were employed in California by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or other dbas of the above identified entities and/or other names by which these entities and/or businesses are known as from January 31, 2022 and continuing into the present. (“Non-Exempt Aggrieved Employees”);
- (2) all individuals who were employed in California as a non-exempt, hourly employee or other similar position by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or other dbas of the above identified entities and/or other names by which these entities and/or businesses are known as and who worked a shift of more than eight (8) hours in a day and/or forty (40) hours in a week during a pay period from January 31, 2022

and continuing into the present. (“Non-Exempt Overtime Aggrieved Employees”);

- (3) all individuals who were employed in California as a non-exempt, hourly employee or other similar position by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or other dbas of the above identified entities and/or other names by which these entities and/or businesses are known as and who worked a shift of more than eight (8) hours in a day and/or forty (40) hours in a week where they also earned either a non-discretionary bonus, incentive payment/pay, or shift differential during a pay period from January 31, 2022 and continuing into the present. (“Incentive Pay Overtime Aggrieved Employees”);

Collectively, aggrieved employee groups two (2) and three (3) may be referred to as the “Overtime Aggrieved Employees.”

- (4) all individuals who were employed by all individuals who were employed in California as a non-exempt, hourly employee or other similar position by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or other dbas of the above identified entities and/or other names by which these entities and/or businesses are known as and who worked one or more shifts of more than six (6) hours as a non-exempt, hourly employee or other similar position from January 31, 2022 and continuing into the present. (“Meal Period Aggrieved Employees”);

- (5) all individuals who were employed by all individuals who were employed in California as a non-exempt, hourly employee or other similar position by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or other dbas of the above identified entities and/or other names by which these entities and/or businesses are known as and who worked one or more shifts of more than four (4) hours or more as a non-

exempt, hourly employee or other similar position from January 31, 2022 and continuing into the present. (“Rest Period Aggrieved Employees”);

(6) all individuals who were employed by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or other dbas of the above identified entities and/or other names by which these entities and/or businesses are known as for one or more pay periods in California as an employee and whose employment concluded at any time between January 31, 2022 and continuing into the present. (“General Late Payment Aggrieved Employees”);

(7) all individuals who were employed by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or other dbas of the above identified entities and/or other names by which these entities and/or businesses are known as for one or more pay periods in California as an employee, who received sick pay or was sick with Covid-19 and did not receive supplemental sick pay and whose employment concluded at any time between January 31, 2022 and continuing into the present. (“Sick Pay Late Payment Aggrieved Employee”);

Collectively, aggrieved employee groups six (6) and seven (7) may be referred to as the “Late Payment Aggrieved Employees.”

3. The groups referenced in paragraph 2 may also all collectively be referred to herein as aggrieved employees, other aggrieved employees, and/or all aggrieved employees where appropriate.

4. Plaintiff, on behalf of the State of California as a private attorney general brings claims for alleged Labor Code violations committed against themselves and all aggrieved employees presently or formerly employed by Defendants, including those who were the subject of Shveta Dalla’s payroll practices, during the liability period pursuant to Labor Code § 2698, *et*

1 *seq.* seeking penalties for Defendants violations of California Labor Code §§ 98.6, 200, 201, 202,
2 203, 204, 210, 226, 226.3, 226.7, 233, 246, 248.6, 256, 432.5, 510, 512, 558, 1102.5, 1174,
3 1174.5, 1197, 1197.1, 1198, 1198.5, 1199, and IWC Wage Order No. 4-2001 and/or other
4 applicable wage order. Based upon the allegations herein, Plaintiff and all aggrieved employees
5 are aggrieved employees within the meaning of Labor Code § 2698, *et seq.*

6 5. Plaintiffs and all aggrieved employees worked for Defendants at one or more of
7 their locations in California during the statutory period applicable to their claims. Plaintiffs
8 worked for Defendants within one (1) year of the filing of their PAGA Notice.

9 II.

10 **FACTUAL BACKGROUND**

11 6. Plaintiffs and the aggrieved employees were at all times relevant hereto were
12 employed by Shveta Dalla, Amandeep Gill, Devan Dalla, Dalla Gill Dental, Inc., Gill Dalla
13 Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S, Inc., DDS
14 Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Pediatric Dental,
15 Inc., A.S. Gill Dental Corp., Dalla Shveta, LLC, Dalla-Kaur Dental Group, Inc., Dalla-Kaur,
16 LLC, Juana Hustad, and Does 1 thru 50. Plaintiffs and the aggrieved employees were at all times
17 pertinent hereto, non-exempt employees for the purposes of overtime, meal periods, and rest
18 periods. Plaintiffs and all aggrieved employees were employed by Defendants within the statutory
19 PAGA period.

20 7. Upon information and belief, Plaintiff and the other aggrieved employees were
21 covered by California Industrial Welfare Commission Occupational Wage Order No. 4-2001.

22 8. Labor Code § 558.1 provides that “[a]ny employer or other person acting on behalf
23 of an employer, who violates, or causes to be violated, any provision regulating minimum wages
24 or hours and days of work in any order of the Industrial Welfare Commission, or violates, or
25 causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
26 employer for such violation.” Based upon Labor Code § 558.1, the California Court of Appeal
27 held in a published decision in *Atempa v. Pedrazzani*, 27 Cal.App.5th 809, 820 (2018) that
28 although the alter ego doctrine did not apply, PAGA penalties could be awarded against “any

1 ‘other person” who causes a violation of the overtime pay or minimum wage laws.” Plaintiff
2 alleges, based upon information and belief, on behalf of the State of California that Defendants
3 Amandeep Gill, Devan Dalla, and Shveta Dalla were/are persons acting on behalf of an employer
4 within the meaning of Labor Code § 558.1 as it relates to all of the alleged allegations in this
5 Notice. Defendants Amandeep Gill, Devan Dalla, and Shveta Dalla caused the violations of
6 Labor Code §§ 203, 226, 226.7, 1194, and 2802 discussed below.

7 9. In addition, Plaintiffs allege that Defendants operated as a single integrated
8 enterprise, joint employer, and/or alter ego of each other. Plaintiffs and all aggrieved employees
9 were regularly and consistently subject to the common policies utilized by Defendants. This
10 includes requiring Plaintiffs to attend trainings at other locations that Defendants operated. Shveta
11 Dalla herself admitted in writing to the exercising control and was responsible for the payroll and
12 other related violations under Labor Code sections 203, 226, 226.7, and 1194 for the aggrieved
13 employees.

14 10. Within one (1) year before the filing of the PAGA Notice, all Defendants engaged,
15 suffered and permitted Plaintiffs and all aggrieved employees to perform services from which
16 they benefitted. Moreover, the aforementioned entities had the right to exercise control over the
17 wages, hours and/or working conditions over Plaintiffs and all aggrieved employees at all
18 relevant times herein, so as to be considered the joint employers of all of the aggrieved
19 employees. By reason of their status as joint employers, they are each liable for civil penalties for
20 violation of the California Labor Code as to Plaintiffs and other aggrieved employees as set forth
21 herein.

22 11. Labor Code § 98.6 states that “[a] person shall not discharge an employee or in
23 any manner discriminate, retaliate, or take any adverse action against any employee...because the
24 employee...engaged in any conduct delineated in this chapter...or because of the exercise by the
25 employee or applicant for employment on behalf of himself, herself, or others of any rights
26 afforded him or her.” Lab. Code § 98.6.

1 12. Similarly, Labor Code § 1102.5 protects employees who complain about an
2 alleged unlawful activity to the government or a person with authority over the employee from
3 retaliation. Specifically, Labor Code § 1102.5(a) states:

4 An employer, or any person acting on behalf of the employer, shall not make, adopt, or
5 enforce any rule, regulation, or policy preventing an employee from disclosing
6 information to a government or law enforcement agency, to a person with authority over
7 the employee, or to another employee who has authority to investigate, discover, or
8 correct the violation or noncompliance, or from providing information to, or testifying
9 before, any public body conducting an investigation, hearing, or inquiry, if the employee
10 has reasonable cause to believe that the information discloses a violation of state or
11 federal statute, or a violation of or noncompliance with a local, state, or federal rule or
12 regulation, regardless of whether disclosing the information is part of the employee's job
13 duties.

14 13. Labor Code § 1102.6 provides that the employer shall have the burden of proof to
15 demonstrate by clear and convincing evidence that the alleged action [their termination] would
16 have occurred for legitimate, independent reasons even if the employee had not engaged in the
17 activities protected by Section 1102.

18 14. Labor Code § 233 states that “[a]n employer shall not deny any employee the right
19 to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner
20 discriminate against an employee for using, or attempting to exercise the right to use, sick
21 leave...for any other reason specified in subdivision (a) of Section 246.5.”

22 15. Within one (1) year of the filing of Plaintiffs’ PAGA Notice, Defendants violated
23 Labor Code §§ 98.6, 233, 246, and 1102.5 by interfering with Plaintiffs and other aggrieved
24 employees’ rights to take sick leave and threatening them in writing that if they exercised their
25 protected rights they would not advance in their careers, would not be eligible for raises, nor
26 receive bonuses unless they provided 5 days’ notice that they were going to be sick—**see next**

27 **page:**

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16. Within one (1) year of the filing of Plaintiffs' PAGA Notice, Defendants reiterated this illegal policy when they advised Plaintiffs not to show up to work unless they would agree to work subject under unlawful conditions. Defendants also retaliated against Plaintiffs and the other aggrieved employees by issuing write-ups and verbal warnings based upon the number of sick days that aggrieved employees took. For instance, Defendants reprimanded Plaintiff Sanchez in June 2022 for taking sick days and for calling out while not feeling well during the COVID-19 pandemic. Such conduct violated Labor Code §§ 233, 246, 98.6, and 1102.5.

17. Relatedly, Labor Code § 432.5 provides that "No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

18. Defendants or their agent, manager, or officers knew that it was not lawful to require any employee to sign a document that prohibited employees from complaining about unlawful conduct (including but not limited to unpaid wages, improper breaks, racist conduct, retaliation, that the doctor's and other Defendants were charging for unnecessary procedures). Nevertheless, Defendants instituted a common policy and practice that expressly prohibited Plaintiffs and the other aggrieved employees from criticizing anyone or anything that they do not like or agree with and this policy was in effect within one (1) year of the filing of Plaintiffs' PAGA Notice—see next page:

TRAINING TOPIC: G Gossip tolerance.		
DATE	EMPLOYEE NAME	
3-24-22		Gossip is considered when one or more employees gather around to criticize any one or anything they do not like or agree with. Gossip will start up Rumor and it is not conducive to a positive work environment. When a concern arises the proper protocol is to ask Management to speak privately. Should Management not provide a satisfactory solution, the chain of command will be observed.
3/24/22		
3/24/22	Ashabel Sp	
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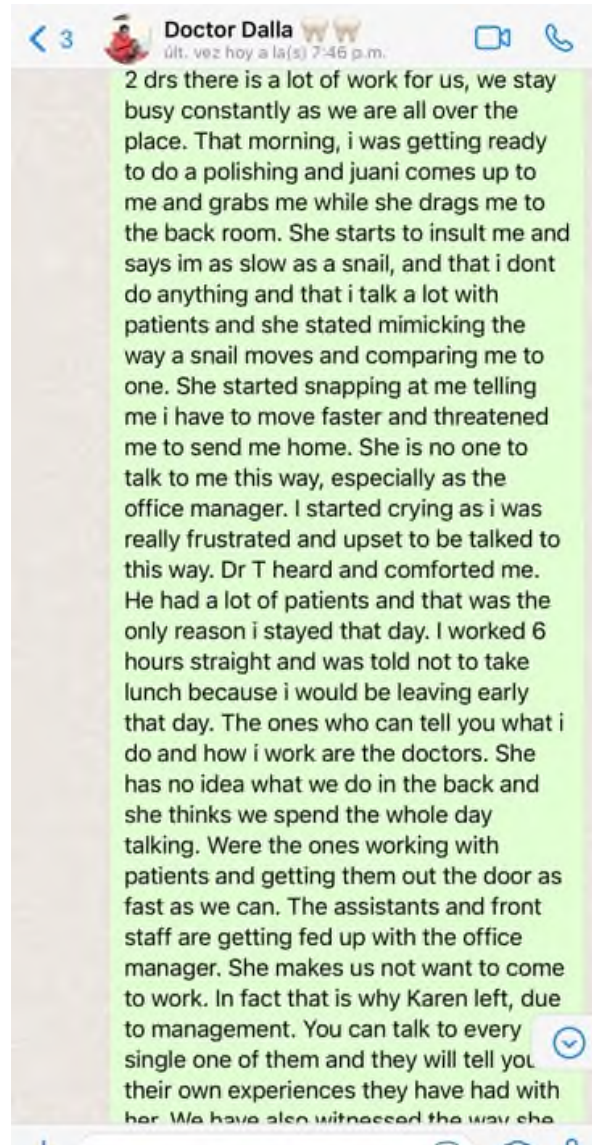
~~G~~ Gossip tolerance is defined as when an employee has been identified Gossiping or starting Rumors, the Employee will be privately counseled if the behavior persists, a write up will follow and a improvement plan will be set in place. Ultimately, should the behavior persist Employee could be terminated.

Flustan
2/25/22

19. By requiring Plaintiffs and the other aggrieved employees to sign this document and prohibiting them from reporting unlawful conduct without the threat of retaliation and/or actual retaliation, Defendants violated Labor Code §§ 98.6, 432.5, and 1102.5.

20. In or around August 19, 2022, Defendant Dr. Amandeep Gill, who was acting on behalf of himself and the other Defendants, instructed Plaintiffs and the other aggrieved employees not to show-up to work on Monday if they were unwilling to work without receiving meal and rest periods. During the meeting on August 19, 2022 Dr. Gill asked the employees "Who is the one implementing that of the breaks (rest periods)?" Dr. Gill chastised the employees telling them that "rest periods are not a thing since they were not unionized." Notably several employees had previously complained about not receiving proper breaks including in writing. For

1 instance, Maria Jauregui advised Dr. Dalla in writing in or around July 16, 2022 that she was
2 being required to work six (6) hours straight in violation of California's meal and rest period laws
3 in writing and that she was told not to take lunch:



21. Instead of correcting the issues including the report of physical assault, Defendants continued to let a supervisory manager who was wantonly depriving Plaintiffs of their breaks, were having their hours cut without receiving reporting time pay. Within one (1) year of the filing of their PAGA Notice, Defendants continued to let manager Juana deprive Plaintiffs and the other aggrieved employees of their breaks and to supervise Plaintiffs and some of the other aggrieved employees. Later that week, four of the Plaintiffs Irma ("Cathy") Zarate, Maria Aranda, Mayra

1 Flores, and Maria (“Cristy”) Jauregui again complained in writing to someone with the ability to
2 correct the issues that their hours were once again getting cut and creating time pressures that
3 made it impossible to complete their tasks, such as sterilizing instruments in a timely manner (a
4 health and safety issue) and created issues with their breaks.

5 22. Separate and independent of the foregoing, in or around August 19, 2022, Dr. Gill,
6 on behalf of All Defendants told Plaintiffs and other aggrieved employees that they could not
7 speak in Spanish (a clear violation of California’s Fair Employment and Housing Act) and asked
8 Plaintiffs and other employees how long they had been in the US. Dr. Gill then told Plaintiffs and
9 numerous other aggrieved employees that they needed to go back to school and criticized Plaintiff
10 Mayra Flores about her lack of English language skills. Dr. Gill also criticized Plaintiff Irma
11 Zarate about her lack of English language skills. Specifically, Dr. Gill shouted at Irma in front of
12 all of the employees. Dr. Gill asked Irma who also goes by Cathy how long she had been working
13 there and when she responded sixteen years, he said “And you still don’t speak English. You have
14 been here for so long and do not speak English.” Dr. Gill also told Plaintiffs and the other
15 employees at the meeting that “We are in America, you came to a country that is free, and you
16 came here to work in English” and instructed Plaintiffs and the other employees that they had to
17 speak in English. Defendants decision to prohibit and threaten the employment of Plaintiffs and
18 the other aggrieved employees from exercising their right to speak in Spanish to other employees
19 violated and constituted an adverse action within the meaning of Labor Code §§ 98.6 and 1102.5.

20 23. Labor Code § 510 requires an employer to compensate an employee who works
21 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
22 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
23 rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
24 employees at no less than twice the regular rate of pay when an employee works more than
25 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
26 In accordance with Labor Code § 1194, Plaintiffs and the other aggrieved employees could not
27 agree to work for a lesser wage.
28

1 24. In addition, Labor Code § 1197 states the California requirement that employees
2 must be paid at least the minimum wage fixed by the Commission or by any applicable state or
3 local law, and any payment of less than the minimum wage is unlawful.

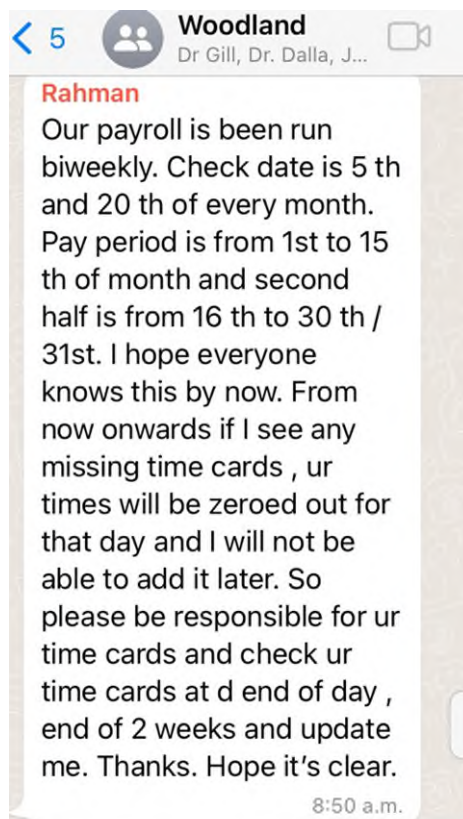
4 25. Similarly, Labor Code § 1198 provides that “the maximum hours of work and the
5 standard conditions of labor fixed by the commission shall be the maximum hours of work and
6 the standard conditions of labor for employees. The employment of any employee for longer
7 hours than those fixed by the order or under conditions of labor prohibited by the order is
8 unlawful.”

9 26. From at least one (1) year prior to the filing of Plaintiffs’ PAGA Notice, instead of
10 including all required compensation when calculating and paying overtime wages, Defendants
11 instead improperly paid overtime wages only at one and one-half times Plaintiff and the
12 aggrieved employees’ regular hourly base rate instead of at one and one-half time their regular
13 rate of pay. In other words, Defendants improperly failed to include shift differentials, non-
14 discretionary bonuses, and incentive payments when calculating and paying overtime wages. This
15 includes, but is not limited to pay identified on the wage statements as “Bonus” pay and “Misc
16 pay.” As a result of Defendants’ failure to include non-discretionary bonuses (including for
17 meeting specific monthly goals) and incentive payments when calculating the regular rate used
18 for overtime purposes and paying overtime wages, Defendants failed to pay Plaintiffs overtime
19 wages at one and one-half times their regular rate and instead underpaid their overtime wages.
20 Plaintiff alleges that Defendants engaged in the same pattern and practice with respect to double
21 time wages.

22 27. From at least one (1) year prior to the filing of Plaintiffs’ PAGA Notice,
23 Defendants also failed to pay Plaintiffs and the other aggrieved employees any overtime wages,
24 including doubletime wages, for some hours due to Defendant Shveta Dalla while she was acting
25 on behalf of the other Defendants intentional and willful failure to pay overtime wages. On some
26 occasions during the PAGA period, Defendant Shveta Dalla would fail to pay overtime wages
27 that she and the other Defendants knew were due and owing to Plaintiffs and the other aggrieved
28 employees. Plaintiffs allege that as a result, Defendants failed to classify overtime hours correctly

1 and sometimes misclassified overtime hours as regular hours. This includes, but is not limited to,
2 Sheveta's Dalla's failure to include all hours worked and failure to run payroll correctly. Based
3 upon information and belief, in some instances these issues arose from Defendants maintenance
4 of semi-monthly pay periods even though overtime calculations must be performed on a weekly
5 basis. Defendants did not look back at prior pay periods to determine whether or not employees
6 were eligible for overtime or the amount of hours worked in that particular workweek.

7 28. Defendants other employees also admitted in writing that they omitted entire days
8 of pay for employees, including overtime hours:



22 29. As evidenced above, Defendants Dr. Amandeep Gill and Devan Dalla knew that
23 Plaintiffs and the other aggrieved employees were not being paid correctly and that their times
24 were being "zeroed out," but continued to underpay and/or permit their employees not to be paid
25 for all hours worked.

26 30. Based upon the foregoing, Defendants violated Labor Code § 510 with respect to
27 Plaintiffs and all aggrieved employees. Plaintiffs and the other aggrieved employees who
28 experience a violation of Labor Code § 510 may pursue PAGA penalties under Labor Code §

1 558. Labor Code § 558 imposes a penalty upon employers “who violates, or causes to be
2 violated...any provision regulating hours and days of work in any order of the Industrial Welfare
3 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
4 dollars (\$50) for each underpaid employee for each pay period for which the employee was
5 underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each
6 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
7 period for which the employee was underpaid in addition to an amount sufficient to recover
8 underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected
9 employee.” For purposes of Labor Code § 558, Plaintiffs and the aggrieved employees seek only
10 the penalties assessed as civil penalties pursuant to *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019) and
11 not any underpaid wages.

12 31. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
13 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
14 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
15 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
16 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the
17 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
18 period for which the employee is underpaid regardless of whether the initial violation is
19 intentionally committed. As set forth above, Defendants failed to compensate Plaintiffs and all
20 aggrieved employees for all overtime wages at the proper rates. Accordingly, through PAGA and
21 to the extent permitted by law, Plaintiffs and all aggrieved employees are entitled to recover civil
22 penalties for violations of Labor Code § 1197.1.

23 32. Labor Code § 512 requires employers to provide employees with thirty (30)
24 minute uninterrupted and duty-free meal period within the first five (5) hours of work. Moreover,
25 an employee who works more than ten (10) hours per day is entitled to receive a second thirty
26 (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 512, an employer
27 may not employ an employee for a work period of more than ten (10) hours, without providing
28

1 the employee with a second meal period of not less than thirty (30) minutes. Moreover, the
2 second meal period may not be waived if the total hours worked is more than twelve (12) hours.

3 33. Similarly, IWC Wage Order No. 4-2001 and other applicable wage orders prohibit
4 an employer from “employ[ing] any person for a work period of more than five (5) hours without
5 a meal period of not less than 30 minutes. IWC Wage Order No. 4-2001 and other applicable
6 wage orders further obligates employers to provide an employee to “pay the employee one (1)
7 hour of pay at the employee’s regular rate of compensation for each workday that the meal period
8 is not provided. Labor Code section 1198 prohibits an employer from requiring an employee to
9 work beyond the “standard conditions of labor fixed by the commission...or under conditions of
10 labor prohibited by the order.”

11 34. Within one (1) year of the submission of Plaintiffs’ PAGA Notice, Defendants
12 failed to authorize and permit Plaintiffs and the other aggrieved employees to receive lawful meal
13 periods, failed to advise them of their right to such meal periods, failed to authorize and permit
14 them to take timely first meal periods, interrupted their meal periods, failed to authorize and
15 permit them to take a timely meal period when they were originally scheduled to work six (6)
16 hours or less, but ended up working in excess of six (6) hours, did not authorize second meal
17 periods when aggrieved employees worked ten (10) hours or more, failed to authorize and permit
18 Plaintiffs and the other aggrieved employees to leave the premises during meal periods, and failed
19 to authorize and permit employees to take 30-minute meal periods on occasion.

20 35. Within one (1) year of the submission of Plaintiffs’ PAGA Notice, Defendants’
21 meal period policies and practices also disincentivized and discouraged Plaintiffs and the other
22 aggrieved employees from taking timely first meal periods within the first five (5) hours of their
23 shift. Defendants’ understaffing policies and practices also pressured, coerced, and forced
24 employees to take untimely first meal periods and/or forgo meal periods due to a lack of
25 sufficient coverage. Defendants also prohibited most aggrieved employees from leaving the
26 premises during meal periods.

27 36. In addition, based upon information and belief, Defendants were aware of their
28 obligation to provide timely first meal periods, but intentionally manipulated Plaintiffs and the

1 other aggrieved employees' time entries—in violation of Labor Code sections 226.7, 512, 1174,
2 and 1174.5—to show that they received a timely meal period even though they did not receive a
3 timely meal period.

4 37. Within one (1) year of the submission of Plaintiffs' PAGA Notice, Defendants also
5 failed to pay Plaintiffs and the other the aggrieved employees meal period premiums for each
6 workday that the employees did not receive a compliant meal period and/or at the proper rate.
7 Labor Code § 226.7 provides "an employer shall not require an employee to work during a meal
8 or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation,
9 standard, or order of the Industrial Welfare Commission ("IWC").

10 38. Similarly, IWC Wage Order Nos. 4-2001 and other applicable wage orders
11 prohibit an employer from "employ[ing] any person for a work period of more than five (5) hours
12 without a meal period of not less than 30 minutes. IWC Wage Order No. 4-2001 and other
13 applicable wage orders further obligate employers to provide an employee to "pay the employee
14 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
15 meal period is not provided. Accordingly, for each day that Plaintiffs and all aggrieved employees
16 did not receive compliant meal periods, they are entitled to receive meal period premiums
17 pursuant to Labor Code § 226.7 and IWC Wage Order No. 4-2001 and other applicable wage
18 orders. Unfortunately, Plaintiffs and the other aggrieved employees were not compensated with
19 one (1) hours' worth of pay at their regular rate of compensation when they were not provided
20 with a compliant meal period in violation of Labor Code § 226.7 and IWC Wage Order No. 4-
21 2001 and other applicable wage orders.

22 39. Within one (1) year of the submission of Plaintiffs' PAGA Notice, Defendants'
23 supervisory employee Juana would text Plaintiffs and other aggrieved employees on their
24 personal phones while they were on their meal periods and tell them not to come back and
25 expecting them to review their messages while off the clock.

26 40. Further, on the rare occasion if any that Defendants paid meal period premiums to
27 the aggrieved employees, Defendants improperly paid the premium at the employee's hourly base
28 rate instead of at their regular rate resulting in the underpayment of meal period premiums.

1 Plaintiffs contend that Defendants’ policies and practices as alleged above violated Labor Code §
2 226.7 and seeks penalties pursuant to PAGA related thereto consistent with the California
3 Supreme Court’s decision in *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021)
4 (“we hold that the term ‘regular rate of compensation’ in section 226.7(c) has the same meaning
5 of regular rate of pay’ in section 510(a) and encompasses not only hourly wages, but all
6 nondiscretionary payments for work performed by the employee.”).

7 41. Based upon the foregoing, Defendants violated Labor Code §§ 226.7, 512, 558,
8 117, 1174.5, and 1198 as well as IWC Wage Order No. 4-2001 and other applicable wage orders
9 with respect to Plaintiffs and the aggrieved employees. As such, Plaintiffs and the aggrieved
10 employees are entitled to penalties under Labor Code § 558. Labor Code § 558 imposes a penalty
11 upon employers “who violates, or causes to be violated...any provision regulating hours and days
12 of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as
13 follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay
14 period for which the employee was underpaid in addition to an amount sufficient to recover
15 underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid in addition to an
17 amount sufficient to recover underpaid wages; and (3) Wages recovered pursuant to this section
18 shall be paid to the affected employee.” For purposes of Labor Code § 558, Plaintiffs and the
19 aggrieved employees seek only the penalties assessed as civil penalties pursuant to *ZB, N.A. v.*
20 *Sup. Ct.* 8 Cal.5th 175 (2019) and not any underpaid wages.

21 42. Labor Code § 226.7 provides “an employer shall not require an employee to work
22 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
23 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
24 Order Nos. 4-2001, an employer must authorize and permit all employees to take ten (10) minute
25 duty free rest periods for every major fraction of four hours worked. *See Augustus v. ABM*
26 *Security Services, Inc.*, 2 Cal. 5th 257, 269 (2016) (concluding that “during rest periods
27 employers must relieve employees of all duties and relinquish control over how employees spend
28 their time.”).

1 43. Within one (1) year of the filing of Plaintiffs' PAGA Notice, Defendants failed to
2 provide Plaintiffs and the aggrieved employees with duty-free rest periods of not less than ten
3 (10) minutes for every major fraction of four (4) hours worked, including, but not limited to
4 failing to authorize and permit Plaintiffs and the aggrieved employees to receive a second rest
5 period when working shifts in excess of six (6) hours, but less than eight (8) hours in a day and a
6 third rest period when they worked shifts in excess of ten (10) hours per day. Rather than provide
7 Plaintiffs and the aggrieved employees with lawful rest periods, Defendants and/or their
8 supervisory employees or managing agents advised Plaintiffs and the other aggrieved employees
9 that they were not entitled to rest periods since they weren't members of a union. Defendants also
10 often required Plaintiffs and the other aggrieved employees to remain on the premises, interrupted
11 their rest periods, and failed to relieve them of all duties.

12 44. Moreover, the aggrieved employees were denied rest periods as a result of
13 Defendants' understaffing practices and policies. Notably, although Defendants' rest period
14 policies and practices are not compliant, they also pressured and coerced employees to forgo rest
15 periods and made it difficult for employees to take lawful duty-free rest periods both due to their
16 understaffing policies and practices and otherwise. Plaintiffs notified at least some of the
17 Defendants and/or their managing agents and supervisory employees in writing that they were not
18 receiving proper rest periods yet regularly did not receive rest period premiums.

19 45. Further, on the rare occasion, if any, that Defendants paid rest period premiums,
20 Defendants improperly paid the premium at the employee's hourly base rate instead of at their
21 regular rate. Plaintiffs contend that Defendants' policies and practices as alleged above violated
22 Labor Code § 226.7 and seeks penalties pursuant to PAGA related thereto consistent with the
23 California Supreme Court's decision in *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858,
24 878 (2021) ("we hold that the term 'regular rate of compensation' in section 226.7(c) has the
25 same meaning of regular rate of pay' in section 510(a) and encompasses not only hourly wages,
26 but all nondiscretionary payments for work performed by the employee.").

27 46. Based upon the foregoing, Defendants violated Labor Code § 226.7 and 1198 as
28 well as IWC Wage Order No. 4-2001 and other applicable wage orders with respect to the

1 aggrieved employees. Employees, including Plaintiffs and the other aggrieved employees who
2 experienced a violation of Labor Code § 226.7 may pursue PAGA penalties under Labor Code §
3 558. Labor Code § 558 imposes a penalty upon employers “who violates, or causes to be
4 violated...any provision regulating hours and days of work in any order of the Industrial Welfare
5 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
6 dollars (\$50) for each underpaid employee for each pay period for which the employee was
7 underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each
8 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
9 period for which the employee was underpaid in addition to an amount sufficient to recover
10 underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected
11 employee.” For purposes of Labor Code § 558, Plaintiffs and the aggrieved employees seek only
12 the penalties assessed as civil penalties pursuant to *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019) and
13 not any underpaid wages.

14 47. Labor Code § 226 obligates employers, semi-monthly or at the time of each
15 payment to furnish an itemized wage statement in writing showing:

- 16 (1) gross wages earned;
- 17 (2) total hours worked by the employee;
- 18 (3) the number of piece-rate units earned and any applicable piece rate if the
19 employee is paid on a piece rate;
- 20 (4) all deductions, provided that all deductions made on written orders of the employee
21 may be aggregated and shown as one item;
- 22 (5) net wages earned;
- 23 (6) the inclusive dates of the period for which the employee is paid;
- 24 (7) the name of the employee and only the last four digits of his or her social security
25 number or an employee identification number other than a social security number;
- 26 (8) the name and address of the legal entity that is the employer...;
- 27 (9) all applicable hourly rates in effect during the pay period and the corresponding
28 number of hours worked at each hourly rate by the employee...

48. Due to Defendants’ failure to pay Plaintiff and all aggrieved employees all
overtime wages, meal period premiums, and rest period premiums, and reporting time pay, the
wage statements issued by Defendants do not indicate the correct amount of gross wages earned,
the total hours worked, the net wages earned, all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly rate during the PAGA
period. Thus, Plaintiffs are an aggrieved employee within the meaning of PAGA and Defendants

1 have violated Labor Code §226(a)(1), (2), (5), and (9) with respect to Plaintiffs and all aggrieved
2 employees.

3 49. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
4 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
5 per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee
6 for each violation in a subsequent citation, for which the employer fails to provide the employee a
7 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” As
8 explained in detail above, Defendants failed to provide Plaintiffs and the other aggrieved
9 employees with accurate itemized wage statements. Accordingly, to the extent it applies,
10 Plaintiffs and the other aggrieved employees may also recover Labor Code § 226.3 or 2699
11 penalties for Defendants’ violations of Labor Code § 226(a).

12 50. IWC Wage Order No. 4-2001, § 5 provides that “[e]ach workday that an employee
13 is required to report to the work site and does report, but is not put to work or is furnished less
14 than half of his/her usual or scheduled day’s work, the employer shall pay him/her for half the
15 usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4)
16 hours at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

17 51. Labor Code § 200 provides that “Wages” includes all amounts for labor performed
18 by employees of every description, whether the amount is fixed or ascertained by the standard of
19 time, task, piece, commission basis, or other method of calculation.” Moreover, Labor Code §
20 1198 provides that the maximum hours of work and the standard conditions of labor fixed by the
21 commission shall be the maximum hours of work and the standard conditions of labor for
22 employees. The employment of any employee for longer hours than those fixed by the order or
23 under conditions of labor prohibited by the order is unlawful.

24 52. On several occasions during the PAGA period, Plaintiffs and the other aggrieved
25 employees were required to report to work and would and would be sent home for lack of work
26 despite being scheduled to work eight (8) hours or more. On these occasions, Defendants failed to
27 pay Plaintiffs and the other aggrieved employees reporting time pay consistent with IWC Wage
28 Order No. 4-2001 and Labor Code §§ 200 and 200-204, 210, and 1198. The text and information

1 about Labor Code sections 201-204 and 210 can be found later in this letter and are hereby
2 incorporated by reference for brevity purposes.

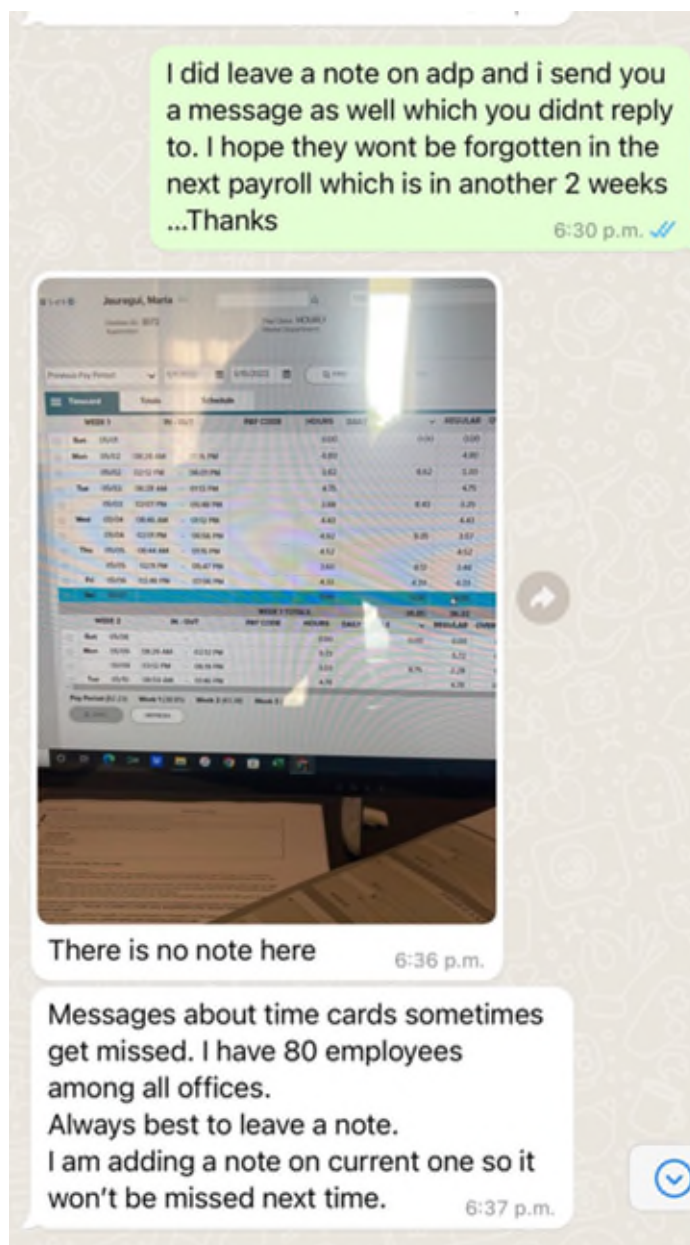
3 53. Under Labor Code §§ 201-202, an employer must provide an employee wages at
4 the time or discharge or within up to seventy-two (72) hours of their resignation. Labor Code §
5 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is
6 discharged or who quits, the wages of the employee shall continue as a penalty. . .” for up to 30
7 days. Lab. Code § 203; *Mamika v. Barca*, 68 Cal.App.4th 487, 492 (1998).

8 54. Labor Code § 256 serves as the civil default penalty for a violation of Labor Code
9 section 203 under PAGA and provides for “a civil penalty in an amount not exceeding 30 days’
10 pay as waiting time under the terms of Section 203.” *See Iskanian v. CLS Transportation Los*
11 *Angeles, LLC*, 59 Cal.4th 348, 381 (2014); *see also Esparza v. KS Industries, L.P.* 13 Cal.App.5th
12 1228, 1242 (2017) (explaining that the Labor Code § 256 penalties only exist if the employer’s
13 failure to timely pay wages upon separation was willful is a “civil penalty”). Labor Code § 256
14 merely sets forth the penalty for a violation of Labor Code § 203 under PAGA.

15 55. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in
16 any employment are due and payable twice during each calendar month, on days designated in
17 advance by the employer as the regular paydays.” Pursuant to Labor Code § 204(a), “Labor
18 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
19 between the 16th and the 26th day of the month during which the labor was performed, and labor
20 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
21 between the 1st and 10th day of the following month. Labor Code § 204 also requires for
22 employees paid on a bi-weekly and/or weekly basis that “[a]ll wages...earned by any person in
23 any employment are due and payable twice during each calendar month, on days designated in
24 advance by the employer as the regular paydays.”

25 56. Due to Defendants’ failure to pay Plaintiffs and all aggrieved employees all
26 overtime wages, meal period premiums, rest period premiums, and reporting time pay,
27 Defendants failed to timely pay Plaintiffs and all aggrieved employees all wages owed within the
28 time constraints required by Labor Code § 204 on a regular and consistent basis. Defendants also

1 failed to pay Plaintiffs and the other aggrieved employees for knowing payroll errors and made
2 them wait additional time to receive their wages. For instance, Shveta Dalla told Plaintiff Maria
3 De Jesus Aranda in May 2022 that she wouldn't be paid for all hours worked on time due to an
4 error. When Plaintiff Maria Jauregui advised Shveta that she had reported the hours, Shevta
5 blamed the fact that they had 80 employees amongst all of the offices and did not make any
6 efforts to timely pay Plaintiff and easily could've run a special or off-cycle payroll in ADP and
7 issued a corrected itemized wage statement, but chose not to. Defendants engaged in this same
8 pattern and practice with respect to all of the aggrieved employees during the PAGA period:



1 57. Defendants also failed to pay earned non-discretionary bonuses for illegitimate
2 reasons such as the fact that they didn't have an office manager and hadn't deposited checks that
3 they had received. As a result, Plaintiffs and the other aggrieved employees were not timely paid
4 their earned bonuses simply because Defendants failed to pay them when earned. Plaintiffs allege
5 that Defendants committed these violations against at least some of the aggrieved employees.

6 58. Defendants also failed to pay Plaintiffs and all Late Payment Aggrieved
7 Employees, any wages whatsoever upon separation until the next regular pay day. For instance,
8 although Defendants terminated Plaintiffs on August 22, 2022, it did not provide Plaintiffs with
9 any compensation until August 25, 2022. Defendant Devan Dalla on behalf of the other
10 Defendants, in his capacity as a managing agent, and/or as supervisory employee terminated
11 Plaintiffs on August 22, 2022 and directed Shveta Dalla to send their checks. Neither Shveta nor
12 Devan made any efforts to pay Plaintiffs on the day of their termination in violation of Labor
13 Code sections 201-203.

14 59. In addition, separate and independent of the foregoing, Plaintiffs and all Late
15 Payment Aggrieved Employees left their employment with Defendants without having received
16 compensation for sick pay at the correct rate throughout the duration of their employment. Labor
17 Code § 246 requires employer to calculate sick leave pay based upon one of the following
18 formulas:

19 (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the
20 regular rate of pay for the workweek in which the employee uses paid sick time, whether
21 or not the employee actually works overtime in that workweek.

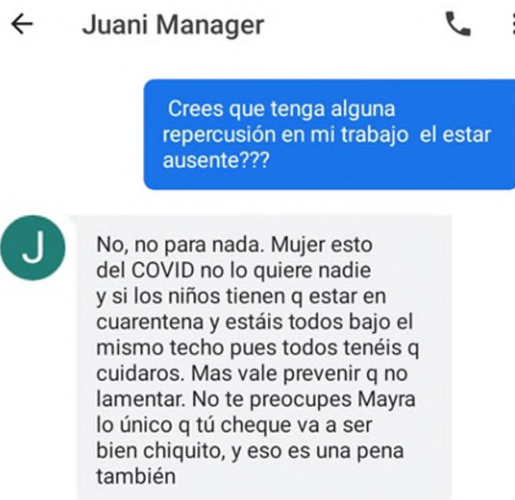
22 (2) Paid sick time for nonexempt employees shall be calculated by dividing the
23 employee's total wages, not including overtime premium pay, by the employee's total
24 hours worked in the full pay periods of the prior 90 days of employment.

25 (3) Paid sick time for exempt employees shall be calculated in the same manner as the
26 employer calculates wages for other forms of paid leave time.

27 Lab. Code § 246.
28

60. Throughout Plaintiff and the aggrieved employees' employment, Defendants failed to include the incentive pay, other non-discretionary bonuses hazard pay and compensation under the pay codes "Misc Pay" and "Bonus" when calculating and paying sick pay. As a result, when Plaintiffs and the Late Payment Aggrieved Employees employment ended, they left their employment without having received compensation for all of their sick pay that they were owed under Labor Code § 246 and resulting in a violation of Labor Code §§ 201-203. As a result of Defendant's underpayment of sick pay, Plaintiff and the other Late Payment Aggrieved Employees experienced a violation of Labor Code §§ 201-202 upon separation from Defendants.

61. Moreover, Defendants failed to provide Plaintiffs who experienced COVID-19 or who requested COVID-19 supplemental sick pay with their required leave and/or pay once they tested positive for COVID-19. From January 1, 2022 to December 31, 2022, employers with more than 26 employees—which the PPP records show that Defendants had at their various locations including several locations with around 20 employees themselves—were required to provide employees with up to 40 hours of Covid-19 Supplemental Paid Sick Leave if either they or a family member tested positive for Covid-19. SB 114 (2022); Lab. Code § 248.6.



62. Defendants' office manager Juana failed to provide Plaintiffs with their Covid-19 Supplemental Sick Pay and instead advised them that their checks would be a little small. As such, Plaintiffs left their employment without receiving all of their sick pay in violation of Labor Code §§ 246, 248.6, and 201-203.

63. In addition, since Defendants, including Defendants Shveta Dalla, Devan Dalla, and Amandeep Gill, were directly responsible for violations of Labor Code § 203, each are liable for a civil penalty in the amount of thirty days' pay for each aggrieved employee who left their employment without receiving all wages owed.

64. Defendants, including Defendants Shveta Dalla, Devan Dalla, and Amandeep Gill's violations of Labor Code §§ 201 and 202 were willful within the meaning of Labor Code § 203.

65. Plaintiffs fully and completely exhausted his administrative remedies under PAGA prior to proceeding with this action. Plaintiffs filed their collective PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiffs submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiffs are therefore, entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

III.

JURISDICTION AND VENUE

66. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

67. This Court has personal jurisdiction over Defendant Amandeep Gill because Defendant Amandeep Gill is a resident of San Joaquin County and has caused injuries in the County of San Joaquin and State of California through their acts, and by their violation of the California Labor Code.

1 68. This Court has personal jurisdiction over Defendant Devan Dalla because
2 Defendant Devan Dalla has caused injuries in the County of San Joaquin and State of California
3 through his acts, and by his violation of the California Labor Code.

4 69. This Court has personal jurisdiction over Defendant Shveta Dalla because
5 Defendant Shveta Dalla has caused injuries in the County of San Joaquin and State of California
6 through her acts, and by her violation of the California Labor Code.

7 70. This Court has personal jurisdiction over Defendant Juana Hustad because
8 Defendant Juana Hustad has caused injuries in the County of San Joaquin and State of California
9 through her acts, and by her violation of the California Labor Code.

10 71. This Court has personal jurisdiction over Defendant Dalla Gill Dental, Inc.
11 because Defendant Dalla Gill Dental, Inc.'s principal place of business is located in San Joaquin
12 County and Defendant Dalla Gill Dental, Inc. has caused injuries in the County of San Joaquin
13 and State of California through their acts, and by their violation of the California Labor Code.

14 72. This Court has personal jurisdiction over Defendant Gill Dalla Dental, Inc.
15 because Defendant Gill Dalla Dental, Inc.'s principal place of business is located in San Joaquin
16 County and Defendant Gill Dalla Dental, Inc. has caused injuries in the County of San Joaquin
17 and State of California through their acts, and by their violation of the California Labor Code.

18 73. This Court has personal jurisdiction over Defendant A.S. Gill Dental Corp because
19 Defendant A.S. Gill Dental Corp.'s principal place of business is located in San Joaquin County
20 and Defendant A.S. Gill Dental Corp. has caused injuries in the County of San Joaquin and State
21 of California through their acts, and by their violation of the California Labor Code.

22 74. This Court has personal jurisdiction over Defendant Dalla DDS, Inc. because
23 Defendant Dalla DDS, Inc. has caused injuries in the County of San Joaquin and State of
24 California through their acts, and by their violation of the California Labor Code.

25 75. This Court has personal jurisdiction over Defendant Dalla DDS Elk Grove, Inc.
26 because Defendant Dalla DDS Elk Grove, Inc. has caused injuries in the County of San Joaquin
27 and State of California through their acts, and by their violation of the California Labor Code.
28

1 76. This Court has personal jurisdiction over Defendant Dalla Dental Group Galt, Inc.
2 because Defendant Dalla Dental Group Galt, Inc. has caused injuries in the County of San
3 Joaquin and State of California through their acts, and by their violation of the California Labor
4 Code.

5 77. This Court has personal jurisdiction over Defendant Dalla Dental Group, Inc.
6 because Defendant Dalla Dental Group, Inc. has caused injuries in the County of San Joaquin and
7 State of California through their acts, and by their violation of the California Labor Code.

8 78. This Court has personal jurisdiction over Defendant Dalla-Kaur Dental Group, Inc.
9 because Defendant Dalla-Kaur Dental Group, Inc. has caused injuries in the County of San
10 Joaquin and State of California through their acts, and by their violation of the California Labor
11 Code.

12 79. This Court has personal jurisdiction over Defendant Dalla-Kaur, LLC because
13 Defendant Dalla-Kaur, LLC has caused injuries in the County of San Joaquin and State of
14 California through their acts, and by their violation of the California Labor Code.

15 80. This Court has personal jurisdiction over Defendant Dalla Pediatric Dental, Inc.
16 because Defendant Dalla Pediatric Dental, Inc. has caused injuries in the County of San Joaquin
17 and State of California through their acts, and by their violation of the California Labor Code.

18 81. This Court has personal jurisdiction over Defendant Dalla Dental Group Fairfield,
19 Inc. because Defendant Dalla Dental Group Fairfield, Inc. has caused injuries in the County of
20 San Joaquin and State of California through their acts, and by their violation of the California
21 Labor Code.

22 82. This Court has personal jurisdiction over Defendant Devan Dalla, D.D.S., Inc.
23 because Defendant Devan Dalla, D.D.S., Inc. has caused injuries in the County of San Joaquin
24 and State of California through their acts, and by their violation of the California Labor Code.

25 83. This Court has personal jurisdiction over Defendant Dalla Shveta, LLC because
26 Defendant Dalla Shveta, LLC has caused injuries in the County of San Joaquin and State of
27 California through their acts, and by their violation of the California Labor Code.

84. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure §395. Defendants operates within California and do business within San Joaquin County. The unlawful acts alleged herein have a direct effect on Plaintiff and within the State of California and the County of San Joaquin.

IV.

PARTIES

A. PLAINTIFF

85. Plaintiff Anabel Sanchez Gamino is a former employee of Defendants who at times relevant hereto worked for Defendants in San Joaquin County.

86. Plaintiff Irma Zarate is a former employee of Defendants who at times relevant hereto worked for Defendants in San Joaquin County.

87. Plaintiff Maria De Jesus Aranda is a former employee of Defendants who at times relevant hereto worked for Defendants in San Joaquin County.

88. Plaintiff Maria Jauregui is a former employee of Defendants who at times relevant hereto worked for Defendants in San Joaquin County.

89. Plaintiff Mayra Flores is a former employee of Defendants who at times relevant hereto worked for Defendants in San Joaquin County.

90. Plaintiffs and all aggrieved employees are, and at all times pertinent hereto, have been classified as employees by Defendants. Defendants hires employees to work in California.

91. Upon information and belief, Plaintiffs and all aggrieved employees are covered by California Industrial Welfare Commission Occupational Wage Orders No. 4-2001.

92. Plaintiff represents the state of California in prosecuting claims against Defendants on behalf of several groups of employees defined as:

- (1) all non-exempt, hourly employees who were employed in California by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or other dbas of the above identified

1 entities and/or other names by which these entities and/or businesses are known as
2 from January 31, 2022 and continuing into the present. (“Non-Exempt Aggrieved
3 Employees”);

4 (2) all individuals who were employed in California as a non-exempt, hourly employee
5 or other similar position by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla
6 Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla
7 DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental
8 Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric
9 Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group,
10 Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or
11 other dbas of the above identified entities and/or other names by which these entities
12 and/or businesses are known as and who worked a shift of more than eight (8) hours
13 in a day and/or forty (40) hours in a week during a pay period from January 31, 2022
14 and continuing into the present. (“Non-Exempt Overtime Aggrieved Employees”);

15 (3) all individuals who were employed in California as a non-exempt, hourly employee
16 or other similar position by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla
17 Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield, Inc., Dalla
18 DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla Dental
19 Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla Pediatric
20 Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental Group,
21 Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities and/or
22 other dbas of the above identified entities and/or other names by which these entities
23 and/or businesses are known as and who worked a shift of more than eight (8) hours
24 in a day and/or forty (40) hours in a week where they also earned either a non-
25 discretionary bonus, incentive payment/pay, or shift differential during a pay period
26 from January 31, 2022 and continuing into the present. (“Incentive Pay Overtime
27 Aggrieved Employees”);

28 Collectively, aggrieved employee groups two (2) and three (3) may be referred to as the
“Overtime Aggrieved Employees.”

(4) all individuals who were employed by all individuals who were employed in
California as a non-exempt, hourly employee or other similar position by Dr. Devan
Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental,
Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc.,
Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc.,
Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla
Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their
predecessor, merged or related entities and/or other dbas of the above identified
entities and/or other names by which these entities and/or businesses are known as

1 and who worked one or more shifts of more than six (6) hours as a non-exempt,
2 hourly employee or other similar position from January 31, 2022 and continuing into
3 the present. (“Meal Period Aggrieved Employees”);

4 (5) all individuals who were employed by all individuals who were employed in
5 California as a non-exempt, hourly employee or other similar position by Dr. Devan
6 Dalla, Dr. Amandeep Gill, Shveta Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental,
7 Inc., Dalla Dental Group Fairfield, Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc.,
8 Dalla DDS Elk Grove, Inc., Dalla Dental Group Galt, Inc., Dalla Dental Group, Inc.,
9 Dalla Enterprises LLC, Dalla Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla
10 Shveta LLC, Dalla-Kaur Dental Group, Inc., and Dalla-Kaur, LLC or their
11 predecessor, merged or related entities and/or other dbas of the above identified
12 entities and/or other names by which these entities and/or businesses are known as
13 and who worked one or more shifts of more than four (4) hours or more as a non-
14 exempt, hourly employee or other similar position from January 31, 2022 and
15 continuing into the present. (“Rest Period Aggrieved Employees”);

16 (6) all individuals who were employed by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta
17 Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield,
18 Inc., Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla
19 Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla
20 Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental
21 Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities
22 and/or other dbas of the above identified entities and/or other names by which these
23 entities and/or businesses are known as for one or more pay periods in California as
24 an employee and whose employment concluded at any time between January 31,
25 2022 and continuing into the present. (“General Late Payment Aggrieved
26 Employees”);

27 (7) all individuals who were employed by Dr. Devan Dalla, Dr. Amandeep Gill, Shveta
28 Dalla, Dalla Gill Dental, Inc., Gill Dalla Dental, Inc., Dalla Dental Group Fairfield,
Dalla DDS, Inc., Devan Dalla, D.D.S., Inc., Dalla DDS Elk Grove, Inc., Dalla
Dental Group Galt, Inc., Dalla Dental Group, Inc., Dalla Enterprises LLC, Dalla
Pediatric Dental, Inc., A.S. Gill Dental Corp., Dalla Shveta LLC, Dalla-Kaur Dental
Group, Inc., and Dalla-Kaur, LLC or their predecessor, merged or related entities
and/or other dbas of the above identified entities and/or other names by which these
entities and/or businesses are known as for one or more pay periods in California as
an employee, who received sick pay or was sick with Covid-19 and did not receive
supplemental sick pay and whose employment concluded at any time between
January 31, 2022 and continuing into the present. (“Sick Pay Late Payment
Aggrieved Employee”);

1 Collectively, aggrieved employee groups six (6) and seven (7) may be referred to as the
2 “Late Payment Aggrieved Employees.”

3 93. The groups referenced in paragraph 92 may also all collectively be referred to
4 herein as aggrieved employees, other aggrieved employees, and/or all aggrieved employees where
5 appropriate.

6 **B. DEFENDANTS**

7 94. Defendant Amandeep Gill is a California citizen whose primary residence is 1548
8 Maehl Dr., Manteca, CA 95337 and employed Plaintiff along with the other Defendants at 58 W.
9 Court St Woodland, CA 95695. Defendant Amandeep Gill has done and does business throughout
10 the State of California and in San Joaquin County and caused injuries in San Joaquin County.

11 95. Defendant Devan Dalla is a California citizen who employed Plaintiff along with
12 the other Defendants at 58 W. Court St Woodland, CA 95695. Defendant Devan Dalla has done
13 and does business throughout the State of California and in San Joaquin County and caused
14 injuries in San Joaquin County.

15 96. Defendant Shveta Dalla is a California citizen who employed Plaintiff along with
16 the other Defendants at 58 W. Court St Woodland, CA 95695. Defendant Shveta Dalla has done
17 and does business throughout the State of California and in San Joaquin County and caused
18 injuries in San Joaquin County.

19 97. Defendant Juana Hustad is a California citizen who employed Plaintiff along with
20 the other Defendants at 58 W. Court St Woodland, CA 95695. Defendant Juana Hustad has done
21 and does business throughout the State of California and in San Joaquin County and caused
22 injuries in San Joaquin County.

23 98. Defendant Dalla Gill Dental, Inc. is a California Corporation whose principal place
24 of business is located at 1548 Maehl Dr., Manteca, CA 95337, which is Defendant Amandeep
25 Gill’s personal residence. Defendant Dalla Gill Dental, Inc. employed Plaintiff along with the
26 other Defendants at 58 W. Court St Woodland, CA 95695. Defendant Dalla Gill Dental, Inc. has
27 done and does business throughout the State of California and in San Joaquin County and caused
28 injuries in San Joaquin County.

1 99. Defendant Gill Dalla Dental, Inc. is a California Corporation whose principal place
2 of business is located at 1548 Maehl Dr., Manteca, CA 95337, which is Defendant Amandeep
3 Gill's personal residence. Defendant Gill Dalla Dental, Inc. employed Plaintiff along with the
4 other Defendants at 58 W. Court St Woodland, CA 95695. Defendant Gill Dalla Dental, Inc. has
5 done and does business throughout the State of California and in San Joaquin County and caused
6 injuries in San Joaquin County.

7 100. Defendant A.S. Gill Dental Corp. is a California Corporation whose principal
8 place of business is located at 1548 Maehl Dr., Manteca, CA 95337, which is Defendant
9 Amandeep Gill's personal residence. Defendant A.S. Gill Dental Corp. employed Plaintiff along
10 with the other Defendants at 58 W. Court St Woodland, CA 95695. Defendant A.S. Gill Dental
11 Corp. has done and does business throughout the State of California and in San Joaquin County
12 and caused injuries in San Joaquin County.

13 101. Defendant Dalla DDS, Inc. is a California Corporation whose principal place of
14 business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is Defendants Devan
15 Dalla and Shveta Dalla's primary personal residence. Defendant Dalla DDS, Inc. employed
16 Plaintiff along with the other Defendants at 58 W. Court St Woodland, CA 95695. Defendant
17 Dalla DDS, Inc. has done and does business throughout the State of California and in San Joaquin
18 County and caused injuries in San Joaquin County.

19 102. Defendant Dalla DDS Elk Grove, Inc. is a California Corporation whose principal
20 place of business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is Defendants
21 Devan Dalla and Shveta Dalla's primary personal residence. Defendant Dalla DDS Elk Grove,
22 Inc. employed Plaintiff along with the other Defendants at 58 W. Court St Woodland, CA 95695.
23 Defendant Dalla DDS Elk Grove, Inc. has done and does business throughout the State of
24 California and in San Joaquin County and caused injuries in San Joaquin County.

25 103. Defendant Dalla Dental Group Galt, Inc. is a California Corporation whose
26 principal place of business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is
27 Defendants Devan Dalla and Shveta Dalla's primary personal residence. Defendant Dalla Dental
28 Group Galt, Inc. employed Plaintiff along with the other Defendants at 58 W. Court St Woodland,

1 CA 95695. Defendant Dalla Dental Group Galt, Inc. has done and does business throughout the
2 State of California and in San Joaquin County and caused injuries in San Joaquin County.

3 104. Defendant Dalla Dental Group, Inc. is a California Corporation whose principal
4 place of business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is Defendants
5 Devan Dalla and Shveta Dalla's primary personal residence. Defendant Dalla Dental Group, Inc.
6 employed Plaintiff along with the other Defendants at 58 W. Court St Woodland, CA 95695.
7 Defendant Dalla Dental Group, Inc. has done and does business throughout the State of California
8 and in San Joaquin County and caused injuries in San Joaquin County.

9 105. Defendant Dalla-Kaur Dental Group, Inc. is a California Corporation whose
10 principal place of business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is
11 Defendants Devan Dalla and Shveta Dalla's primary personal residence. Defendant Dalla-Kaur
12 Dental Group, Inc. employed Plaintiff along with the other Defendants at 58 W. Court St
13 Woodland, CA 95695. Defendant Dalla-Kaur Dental Group, Inc. has done and does business
14 throughout the State of California and in San Joaquin County and caused injuries in San Joaquin
15 County.

16 106. Defendant Dalla-Kaur, LLC is a California Limited Liability Company whose
17 principal place of business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is
18 Defendants Devan Dalla and Shveta Dalla's primary personal residence. Defendant Dalla-Kaur,
19 LLC employed Plaintiff along with the other Defendants at 58 W. Court St Woodland, CA 95695.
20 Defendant Dalla-Kaur, LLC has done and does business throughout the State of California and in
21 San Joaquin County and caused injuries in San Joaquin County.

22 107. Defendant Dalla Pediatric Dental, Inc. is a California Corporation whose principal
23 place of business is located at 917 TRANCAS ST STE B, NAPA, CA 94558. Defendant Dalla
24 Pediatric Dental, Inc. employed Plaintiff along with the other Defendants at 58 W. Court St
25 Woodland, CA 95695. Defendant Dalla Pediatric Dental. has done and does business throughout
26 the State of California and in San Joaquin County and caused injuries in San Joaquin County.

27 108. Defendant Dalla Dental Group Fairfield, Inc. is a California Corporation whose
28 principal place of business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is

1 Defendants Devan Dalla and Shveta Dalla's primary personal residence. Defendant Dalla Dental
2 Group Fairfield, Inc. employed Plaintiff along with the other Defendants at 58 W. Court St
3 Woodland, CA 95695. Defendant Dalla Dental Group Fairfield, Inc. has done and does business
4 throughout the State of California and in San Joaquin County and caused injuries in San Joaquin
5 County.

6 109. Defendant Devan Dalla, D.D.S., Inc. is a California Corporation whose principal
7 place of business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is Defendants
8 Devan Dalla and Shveta Dalla's primary personal residence. Defendant Devan Dalla, D.D.S., Inc.
9 employed Plaintiff along with the other Defendants at 58 W. Court St Woodland, CA 95695.
10 Defendant Devan Dalla, D.D.S., Inc. has done and does business throughout the State of
11 California and in San Joaquin County and caused injuries in San Joaquin County.

12 110. Defendant Dalla Shveta, LLC is a California Limited Liability Company whose
13 principal place of business is located at 3108 E Pintail Way, Elk Grove, CA 95757, which is
14 Defendants Devan Dalla and Shveta Dalla's primary personal residence. Defendant Dalla Shveta,
15 LLC employed Plaintiff along with the other Defendants at 58 W. Court St Woodland, CA 95695.
16 Defendant Dalla Shveta, LLC has done and does business throughout the State of California and
17 in San Joaquin County and caused injuries in San Joaquin County.

18 111. Based upon information and belief, Defendant Building Materials and the Doe
19 Defendants operate as joint employers and/or as a single enterprise or alter egos of each other.
20 Throughout his employment, Plaintiff and the aggrieved employees were regularly and
21 consistently subject to the common policies and practices utilized by Defendants.

22 112. The true names and capacities, whether individual, corporate, associate, or
23 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
24 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
25 § 474. Plaintiffs are informed and believe, and based thereon alleges, that each of the Defendants
26 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
27 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
28

1 capacities of the Defendants designated hereinafter as DOES when such identities become
2 known.

3 113. Plaintiffs are informed and believe, and based thereon alleges, that each Defendant
4 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
5 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
6 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
7 employer and/or joint employer, alter ego, or other person acting on behalf of an employer within
8 the meaning of the Labor Code and/or managing agent within the meaning of the Labor Code and
9 Civil Code. Plaintiff also alleges that Defendants also operated as a single integrated enterprise
10 within the meaning of California law at all times relevant hereto.

11 114. Plaintiffs are informed and believe, and based thereon alleges, that each
12 Defendants acted in all respects pertinent to this action as the agent of the other Defendants,
13 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
14 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all
15 respects acted as the employer and/or joint employer of Plaintiffs and the other aggrieved
16 employees or a person acting on behalf of an employer within the meaning of Labor Code §
17 558.1.

18 V.

19 **FIRST CAUSE OF ACTION**

20 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
21 **FOR PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS**
22 **OF LABOR CODE §§ 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 248.6,**
23 **256, 432.5, 510, 512, 558, 1102.5, 1174, 1174.5, 1197, 1197.1, 1198, 1198.5, 1199, and IWC**
24 **Wage Order No. 4-2001 and/or other applicable wage order**

25 115. Plaintiffs, on behalf of the State of California, realleges and incorporates by
26 reference all previous paragraphs.

27 116. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
28 § 2698, *et seq.* because of Defendants' violations of Labor Code §§ 98.6, 200, 201, 202, 203, 204,
210, 226, 226.3, 226.7, 233, 246, 248.6, 256, 432.5, 510, 512, 558, 1102.5, 1174, 1174.5, 1197,
1197.1, 1198, 1198.5, 1199, and IWC Wage Order No. 4-2001 and/or other applicable wage order

1 117. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and
2 all other aggrieved employees are entitled to penalties in an amount to be shown at the time of
3 trial subject to the following formula unless a civil penalty is already proscribed under the Labor
4 Code:

5 \$100 for the initial violation per employee per pay period; and

6 \$200 for each subsequent violation per employee per pay period.

7 118. These penalties will be allocated 75% to the Labor Workforce Development
8 Agency and 25% to the affected employees.

9 119. In addition, Plaintiff and the aggrieved employees seek the default penalty
10 provided by Labor Code § 226.3. Labor Code § 226.3 provides that “[a]ny employer who violates
11 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
12 fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars
13 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
14 provide the employee a wage deduction statement or fails to keep the required in subdivision (a)
15 of Section 226.”

16 120. Labor Code § 210 provides that “in addition to, an entirely independent and apart
17 from, any other penalty provided in this article, every person who fails to pay the wages of each
18 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
19 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
20 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
21 each failure to pay each employee, plus 25% of the amount unlawfully withheld.” Pursuant to
22 Labor Code § 210, “[t]welve and one-half percent of the penalty recovered shall be paid into a
23 fund within the Labor and Workforce Development Agency dedicated to educating employers
24 about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the
25 General Fund.” As a result of the faulty compensation policies and practices described in detail
26 above, the State of California is entitled to recover penalties under Labor Code § 210 through
27 PAGA.
28

121. Further, Labor Code § 558 imposes a penalty upon employers “who violates, or causes to be violated...any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid...” Based upon the above factual allegations related to overtime, meal period, and rest period violations, Plaintiff and the aggrieved employees are entitled to recover civil penalties under Labor Code § 558 and not any underpaid wages. *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019).

122. Labor Code § 256 serves as the civil default penalty for a violation of Labor Code section 203 under PAGA and provides for “a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203. *See Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348, 381 (2014); *see also Esparza v. KS Industries, L.P.* 13 Cal.App.5th 1228, 1242 (2017) (explaining that the Labor Code § 256 penalties only exist if the employer’s failure to timely pay wages upon separation was willful is a “civil penalty”).

123. As described in detail above, Defendants willfully failed to pay Plaintiffs and other aggrieved employees whose employment concluded all wages owed, including but not limited to overtime wages within the time constraints proscribed in Labor Code §§ 201-202 at the time of their termination/separation. Thus, as result of Defendants’ faulty policies described above, Plaintiffs and all aggrieved employees left their employment with Defendants without being compensated for each and every hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, 203, and 256.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved employees because of Defendants’ violation of Labor Code §§ 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 248.6, 256, 432.5, 510, 512, 558, 1102.5, 1174, 1174.5, 1197,

1 1197.1, 1198, 1198.5, 1199, and IWC Wage Order No. 4-2001 and/or other applicable wage
2 order;

- 3 2. An award providing for payment of costs of suit;
- 4 3. An award of attorneys' fees; and
- 5 4. Such other and further relief as this Court may deem proper and just.

6
7 Dated: April 10, 2023

WINSTON LAW GROUP, P.C.

8
9 By: David Winston
10 DAVID S. WINSTON
11 Attorney for Plaintiffs and the
12 aggrieved employees
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