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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ANGELICA JIMENEZ, on behalf of the
State of California and Aggrieved Employees,

Plaintiff,

vs.

INTERDENT SERVICE CORPORATION;
and DOES 1 through 10, inclusive,

Defendants.

Case No. **CGC-26-634306**

**PRIVATE ATTORNEYS GENERAL ACT
OF 2004 COMPLAINT FOR:**

1. Civil Penalties Pursuant to
Labor Code § 2699(a); and
2. Civil Penalties Pursuant to
Labor Code § 2699(f).

[UNLIMITED JURISDICTION]

SUMMARY

1. Plaintiff Angelica Jimenez (“Plaintiff” or “Jimenez”), on behalf of the State of California and other Aggrieved Employees, hereby brings this Private Attorneys General Act (“PAGA”) Complaint against Defendant InterDent Service Corporation (“InterDent”), and DOES 1 through 10, inclusive (together, “Defendants”).

2. InterDent employed Jimenez as one of its Aggrieved Employees in and around Hesperia, San Bernardino County, California.

3. InterDent pays Jimenez and its other Aggrieved Employees on an hourly rate basis.

4. Jimenez and the Aggrieved Employees regularly work more than 8 hours in a day and/or 40 hours in a week.

5. But InterDent does not pay Jimenez and the other Aggrieved Employees overtime wages for all hours worked.

6. Instead, InterDent regularly requires Jimenez and the other Aggrieved Employees to perform work that is not captured on their time records (*i.e.*, work that is performed “off the clock”).

7. This off the clock work occurs when Jimenez and the other Aggrieved Employees work over 8 hours in a day and/or 40 hours in a week.

8. InterDent does not compensate Jimenez and the other Aggrieved Employees for such off the clock work.

9. InterDent’s off the clock policies and practices violate the various provisions of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders by depriving Jimenez and the other Aggrieved Employees of all wages owed for all hours worked, as well as all “time and a half” overtime pay they are owed for all hours worked after 8 in a day and/or 40 in a week.

10. InterDent also fails to authorize, permit, and/or make available compliant meal periods to Jimenez and the other Aggrieved Employees.

11. Instead, InterDent requires Jimenez and the other Aggrieved Employees to remain on-duty, subject to interruption, and perform work throughout their shifts, including during

attempted meal periods.

12. InterDent also fails to authorize, permit, and/or make available compliant rest periods to Jimenez and the other Aggrieved Employees for every four hours worked or major fraction thereof.

13. Despite depriving Jimenez and the other Aggrieved Employees of compliant meal and rest periods, InterDent does not pay these employees the required premium pay for the first missed meal and rest periods each workday.

14. InterDent also applies unauthorized deductions to the wages of Jimenez and the other Aggrieved Employees, including deductions labeled “GR1Fee” and others.

15. Jimenez and the other Aggrieved Employees did not provide their written authorization for the “GR1Fee” deductions from their wages.

16. Further, InterDent violates the accurate wage statement provisions of the Labor Code and applicable Wage Order(s) by depriving Jimenez and the other Aggrieved Employees of wage statements that accurately reflect all their hours worked and all wages actually earned.

17. And, as a result of InterDent’s unlawful employment practices, Jimenez and the other Aggrieved Employees are not timely paid all wages due and owing upon termination of employment.

18. Jimenez brings these claims pursuant to PAGA to challenge InterDent’s policies and practices of: (1) failing to pay Aggrieved Employees all wages, including minimum wages, straight time wages, and premium pay, owed; (2) failing to provide or make available compliant meal and rest periods; (3) failing to provide required premium compensation for missed meal and rest periods; (4) exceeding the maximum hours of work; (5) applying unauthorized deductions to Aggrieved Employees’ wages; (6) failing to provide Aggrieved Employees with accurate, itemized wage statements; (7) failing to pay Aggrieved Employees all wages in a timely fashion; (8) failing to pay Aggrieved Employees all wages owed upon separation of employment; and (9) failing to keep and maintain accurate timekeeping and payroll records.

19. Jimenez brings this PAGA Action to recover all civil penalties and other PAGA damages on behalf of the State of California and the other Aggrieved Employees.

JURISDICTION & VENUE

20. This Court has jurisdiction over the State of California's claims pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes except those given by statute to other trial courts. The statute under which this action is brought does not specify any other basis for jurisdiction.

21. Jimenez filed her written PAGA Notice with the California Labor and Workforce Development Agency ("LWDA") on November 19, 2025, bearing Case No. LWDA-CM-1139339-25. A true and correct copy of the PAGA Notice is attached herein as **Exhibit 1** and is incorporated by reference.

22. This Court has personal jurisdiction over InterDent because InterDent is registered to do business in California and has purposefully availed itself of the benefits of the State by doing business in and employing workers in California, including Jimenez and the other Aggrieved Employees.

23. Venue is proper in the Superior Court for the County of San Francisco pursuant to California Code of Civil Procedure §§ 395 and/or 395.5

24. InterDent has employed Aggrieved Employees within San Francisco County, California.

25. InterDent conducts business in this County, employs Aggrieved Employees in this County, and therefore liability under PAGA arises in this County.

PARTIES

26. Jimenez worked for InterDent as a receptionist at InterDent's Gentle Dental office in and around Hesperia, California from approximately November 2022 to September 2025.

27. On average, Jimenez worked 8-to-10 hours per day and 5 days per week (an overall average of 40-to-50 hours per week) during her employment with InterDent.

28. Jimenez's base hourly rate of pay was \$17.98 per hour.

29. Throughout her employment, InterDent failed to pay Jimenez for all hours worked, including overtime hours.

1 30. On average, Jimenez arrived to work 5-to-10 minutes before her scheduled start
2 time commensurate with the instructions and expectations of InterDent, wherein she was required
3 to perform office-opening duties, including unlocking doors, disarming security systems, turning
4 on lights, turning on computers, and opening programs on the computers, all before being allowed
5 to clock in for work.

6 31. InterDent likewise required Jimenez to perform closing duties, including shutting
7 down computers, arming the security system, and locking the doors, after she was required to clock
8 out. Post-clock-out closing duties took, on average, 5-to-10 minutes each workday.

9 32. InterDent failed to compensate Jimenez for these off-the-clock opening and closing
10 duties.

11 33. Further, upon information and belief, InterDent failed to pay all on-the-clock
12 overtime wages owed to Jimenez by failing to pay daily overtime consistently.

13 34. Upon information and belief, InterDent failed to pay the greater number of
14 overtime hours worked in a workweek on numerous occasions, whether daily overtime (the
15 number of hours worked over 8 in a workday incurred during a given workweek) or weekly
16 overtime (the number of total hours worked over 40 in a given workweek).

17 35. Rather, upon information and belief, InterDent would not pay daily overtime but
18 instead would only pay time-and-a-half overtime wages when Jimenez worked over 40 total hours
19 in a given workweek, resulting in unpaid overtime wages when daily overtime hours exceeded
20 weekly overtime totals.

21 36. Further, InterDent failed to provide Jimenez with timely, compliant, and *bona fide*
22 meal periods within the first 5 hours of his workday during which Jimenez was completely relieved
23 of all work duties and free from interruption.

24 37. Instead, InterDent requires Jimenez to suffer “working lunches” during which she
25 is required to perform her work duties.

26 38. InterDent also requires Jimenez to clock out during these “working lunches,”
27 resulting in further off-the-clock work that goes uncompensated.
28

39. InterDent also subjects Jimenez to interruption during her attempted meal periods, often pulling her out of the break before the 30 minutes is completed.

40. InterDent likewise failed to provide Jimenez with compliant, timely, and *bona fide* 10-minute rest periods during which she was fully relieved of all work duties.

41. During attempted rest periods, Jimenez was not free to engage in personal activities.

42. Despite failing to provide Jimenez with compliant meal and rest periods, InterDent fails to pay all premium wages owed for such violations.

43. InterDent also applies various deductions to Jimenez's pay, a number of which are not authorized in writing by Jimenez.

44. Namely, InterDent applies a deduction titled "GR1Fee" to Jimenez's wages.

45. Jimenez, however, did not authorize InterDent to apply this "GR1Fee" deduction from her wages.

46. Further, InterDent failed to provide Jimenez with wage statements that accurately reflected all the hours she worked and all the wages she actually earned, in willful violation of the Labor Code and applicable IWC Wage Order(s).

47. InterDent likewise failed to pay Jimenez all wages owed at the end of her employment.

48. InterDent also fails to accurately record, capture, and maintain all hours worked in official timekeeping records, and fails to accurately record, capture, and maintain records of all wages actually earned by Jimenez and other Aggrieved Employees.

49. Jimenez brings this action on behalf of the State of California and on behalf of all of InterDent's current and former non-exempt employees employed in California who suffered one or more Labor Code violations Jimenez suffered, which are enumerated in Labor Code §§ 2698 *et seq.*, and who worked for InterDent any time since one year and 65 days before the filing of this Complaint until final resolution of this Action.

50. These employees are referred to as the "Aggrieved Employees."

1 51. Jimenez is an “Aggrieved Employee” within the meaning of Labor Code § 2699(c)
2 because InterDent employed her, and she suffered one or more of the alleged Labor Code and/or
3 Wage Order violations committed by InterDent within the relevant limitations period.

4 52. Jimenez and the other Aggrieved Employees were employees of InterDent at all
5 relevant times, within the meanings set forth in the California Labor Code and the applicable Wage
6 Order(s).

7 53. Jimenez is informed, believes, and thereon alleges that at all times relevant herein,
8 Defendant InterDent employs similarly situated individuals throughout the State of California,
9 including but not limited to the Alameda County, San Francisco County, San Bernardino County,
10 Los Angeles County, Fresno County, Sonoma County, Santa Clara County, and others.

11 54. InterDent Service Corporation is a Washington corporation company with its
12 principal place of business located in El Segundo, California. InterDent may be served with process
13 through its registered agent, **Paracorp Inc., 2804 Gateway Oaks Dr., Ste. 100, Sacramento, CA**
14 **95833.**

15 55. InterDent was Jimenez’s employer and supervisor at all times relevant hereto.

16 56. InterDent was Jimenez’s and the Aggrieved Employees’ employer or person(s)
17 acting on behalf of their employer(s), either individually, or as an officer, agent, or employees of
18 another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be
19 paid to any employee a wage less than the minimum fixed by California state law for each hour and
20 overtime time hour worked, and as such, is subject to civil penalties.

21 57. Jimenez is informed and believes, and based thereupon alleges, that at all times
22 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
23 supervisors, co- conspirators, parent corporation, joint employers, alter ego, and/or joint ventures
24 of the other Defendants, and each of them, and in doing the things alleged herein, were acting at
25 least in part within the course and scope of said agency, employment, conspiracy, joint employer,
26 alter ego status, and/or joint venture and with the permission and consent of each of the other
27 Defendants.
28

58. The true names and capacities, whether a corporation, agent, individual or otherwise, of DOES 1 through 10, are unknown to Jimenez, who therefore sues said Defendants by such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein and thereby proximately caused injuries and damages to Jimenez as alleged herein. Jimenez will seek leave of Court to amend this Complaint to show their true names and capacities when the same have been ascertained.

59. At all times mentioned here, DOES 1 through 10 were the agents, representatives, employees, successors and/or assigns of Defendants and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, and/or assigns.

60. Jimenez is informed and believes that at all relevant times herein mentioned Defendants, and/or DOES 1 through 10 are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

61. Jimenez is informed and believes that Defendants, and each of them, committed other wrongful acts or omissions of which Jimenez is presently unaware. Jimenez shall conduct discovery to identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon discovery.

FACTUAL ALLEGATIONS

62. InterDent runs and operates dental offices throughout the country, including throughout California.

63. To meet its business objectives, InterDent employs workers such as Jimenez and the other Aggrieved Employees to provide the office and other services necessary for InterDent to run its dental business.

64. InterDent controls Jimenez's and the other Aggrieved Employees' schedules and work assignments.

65. InterDent controls Jimenez's and the other Aggrieved Employees' work.

66. Jimenez and the other Aggrieved Employees are supervised by InterDent personnel.

67. InterDent requires Jimenez and the other Aggrieved Employees to follow InterDent's policies, procedures, plans, protocols, and specifications.

68. Jimenez's and the other Aggrieved Employees' work must adhere to the quality standards put in place by InterDent.

69. Jimenez and the other Aggrieved Employees are not required to possess any unique or specialized skillset (other than those maintained by all other workers in their respective positions) to perform their job duties.

70. Indeed, the daily and weekly activities of Jimenez and the other Aggrieved Employees are routine and largely governed by standardized plans, procedures, and checklists created by InterDent.

71. Virtually every job function is predetermined by InterDent, including the equipment and other tools used, the work schedule, and related work duties.

72. Without the job Jimenez and the other Aggrieved Employees perform, InterDent would not be able to complete its core business objectives of providing dental services for its customers.

73. The work Jimenez and the other Aggrieved Employees perform is therefore an essential and integral part of InterDent's core business as a dental services company.

74. Jimenez and the other Aggrieved Employees rely on InterDent for work and compensation.

75. Jimenez and the other Aggrieved Employees are not engaged in an independently established trade, occupation, or business of the same nature as the work they perform for InterDent.

76. Jimenez and the other Aggrieved Employees cannot subcontract out the work they are assigned by InterDent.

77. Jimenez and the other Aggrieved Employees do not substantially invest in the tools required to complete the overall job for which they are assigned by InterDent.

1 78. Rather, InterDent incurs the large-scale business and operating expenses like
2 marketing, equipment, offices, tools, and materials.

3 79. Jimenez and the other Aggrieved Employees do not market their services while
4 employed by InterDent.

5 80. InterDent maintains control, oversight, and direction of Jimenez and the other
6 Aggrieved Employees, including but not limited to, hiring, firing, disciplining, and other
7 employment practices.

8 81. In sum, Jimenez and the other Aggrieved Employees are InterDent's employees
9 under California law. (*See* Lab. Code § 2775.)

10 82. For example, Jimenez worked for InterDent as a receptionist from approximately
11 November 2022 to September 2025 in InterDent's "Gentle Dental" location, located in Hesperia.

12 83. Jimenez's primary job duties included opening and closing the office, answering
13 phones, interacting with patients, checking insurance coverage, and other non-exempt office tasks.

14 84. Jimenez was InterDent's hourly employee and was paid at a rate of \$17.98 per hour.

15 85. InterDent approved Jimenez's hours worked each workday and workweek.

16 86. Jimenez regularly worked more than 8 hours a workday and 40 hours a workweek
17 while employed by InterDent.

18 87. Indeed, Jimenez typically worked 8-to-10 hours a workday for 5 days a week (40 to
19 50 hours a workweek).

20 88. But InterDent does not pay Jimenez for all the hours she worked.

21 89. Instead, InterDent instructed and required Jimenez to arrive approximately 5-to-10
22 minutes before her scheduled start time to perform office opening duties, including unlocking
23 doors, disarming security systems, turning on lights, turning on computers, and opening programs
24 in the computers, all of which Jimenez had to complete before she could clock in for her shift
25 (InterDent's "Pre Shift Policy").

26 90. During this pre-shift time prior to clocking-in, Jimenez was subject to InterDent's
27 control and direction and performed tasks integral to her principal job duties.
28

91. Similarly, InterDent instructed and required Jimenez to clock out but nonetheless perform closing duties after clocking out for her shift.

92. Such off-the-clock closing duties include shutting down computers, arming the security system, and locking the doors, which took approximately 5-to-10 minutes each workday in which Jimenez had to perform closing duties (InterDent's "Post Shift Policy").

93. InterDent knew, or reasonably should have known, Jimenez was on premises and subject to InterDent's control during this pre- and post-shift time because InterDent instructed her to perform such opening and closing duties, and knew such opening and closing duties could not be completed while Jimenez was clocked in for work.

94. InterDent nevertheless failed to pay Jimenez for these pre- and post-shift hours that were off the clock.

95. Further, upon information and belief, InterDent failed to pay the greater number of overtime hours worked in a workweek on numerous occasions, whether daily overtime (the number of hours worked over 8 in a workday incurred during a given workweek) or weekly overtime (the number of total hours worked over 40 in a given workweek).

96. Rather, upon information and belief, InterDent would not pay daily overtime but instead would only pay time-and-a-half overtime wages when Jimenez worked over 40 total hours in a given workweek (InterDent's "Daily Overtime Policy").

97. InterDent's overtime policies resulted in Jimenez not being paid for all overtime hours worked.

98. InterDent likewise subjected Jimenez to interruptible, on-duty unpaid meal periods during which she was working and not completely relieved of all work duties (InterDent's "Meal Break Policy").

99. InterDent required Jimenez to clock out for her unpaid meal periods.

100. However, Jimenez was consistently interrupted with work demands during her attempted meal periods, which were "working lunches."

101. Jimenez complained to her manager about the lack of off-duty meal periods on more than one occasion, but was rebuffed and told she had to "suck it up."

1 102. Despite requiring Jimenez to be on-duty, working, and subject to interruption, and
2 interrupting her in fact, during her meal periods, InterDent did not pay Jimenez the required one
3 hour of premium pay at her regular rate for each workday in which she did not receive a *bona fide*
4 meal period.

5 103. Similarly, InterDent failed to provide Jimenez with *bona fide* rest periods of at least
6 10 minutes for each four hours of work.

7 104. Rather, InterDent subjected Jimenez to interruptible, on-duty rest periods during
8 which she was not relieved of all work duties (InterDent's "Rest Break Policy").

9 105. Jimenez was consistently interrupted with work demands during her attempted rest
10 periods.

11 106. Despite requiring Jimenez to be on-call and subject to interruption, and interrupting
12 her in fact, during his rest periods, InterDent did not pay Jimenez the required one hour of
13 premium pay at her regular rate for each workday in which she did not receive compliant, *bona fide*
14 rest periods.

15 107. As a result of InterDent's Pre Shift Policy, Post Shift Policy, and Meal Break Policy,
16 Jimenez was not paid at her agreed-upon hourly rate of pay for all hours worked.

17 108. As a result of InterDent's Pre Shift Policy, Post Shift Policy, Daily Overtime Policy,
18 and Meal Break Policy, Jimenez was likewise not paid 1.5 times her regular rate of pay for all hours
19 worked beyond 8 in a workday and/or 40 in a workweek.

20 109. As a result of InterDent's Meal Break and Rest Break Policies, Jimenez was likewise
21 not paid premium penalties for each workday in which she did not receive a timely or compliant
22 meal and rest period.

23 110. InterDent also applied deductions to Jimenez's wages that were not authorized in
24 writing or required by statute.

25 111. Namely, InterDent applied a deduction labeled as "GR1Fee" to Jimenez's wages
26 on numerous occasions, despite not having written authorization from Jimenez to deduct such
27 amounts (InterDent's "Deduction Policy").
28

112. As a result of InterDent's policies and practices, InterDent failed to keep, record, and maintain accurate payroll and timekeeping records for Jimenez.

113. As a result of InterDent's policies and practices, InterDent issued or caused to be issued itemized wage statements that were inaccurate, as they did not include the accurate number of hours worked, gross wages earned, and net wages earned.

114. As a result of InterDent's Pre Shift Policy, Post Shift Policy, Daily Overtime Policy, Deduction Policy, Meal Break Policy, and Rest Break Policy, InterDent failed to pay Jimenez all wages earned and owing upon her separation of employment.

115. While exact job duties and precise work locations may differ, Jimenez and the other Aggrieved Employees are all subject to InterDent's same or similar practices or policies.

116. Like Jimenez, InterDent's other Aggrieved Employees are paid on an hourly rate basis.

117. Like Jimenez, InterDent requires the other Aggrieved Employees to report their hours worked.

118. Like Jimenez, InterDent subjected the Aggrieved Employees to its Pre Shift and Post Shift Policy.

119. Like Jimenez, InterDent provides instructions to the other Aggrieved Employees to arrive on premises well before their scheduled start times to perform opening duties.

120. Like Jimenez, InterDent provides instructions to the other Aggrieved Employees to stay on premises after clocking out for their shifts to perform closing duties.

121. Like Jimenez, InterDent subjects the Aggrieved Employees to its control while they are on premises before they clock in for work to perform opening duties and after they clock out for work to perform closing duties, but does not pay them for all such off-the-clock work time.

122. Like Jimenez, the Aggrieved Employees are subject to InterDent's control and direction during their pre- and post-shift time performing opening and closing duties.

123. InterDent knows, or reasonably should know, the Aggrieved Employees are on premises and subject to InterDent's control during this time because InterDent instructs them to arrive to work early to perform opening duties and stay late on premises to perform closing duties.

124. InterDent nevertheless fails to pay the Aggrieved Employees for these pre- and post-shift hours that are off the clock.

125. Like Jimenez, InterDent also subjects the other Aggrieved Employees to its Daily Overtime Policy.

126. Upon information and belief, InterDent fails to pay other Aggrieved Employees the greater number of overtime hours worked in a workweek between daily overtime or weekly overtime, and instead pays other Aggrieved Employees time-and-a-half overtime wages when they work over 40 total hours in a given workweek.

127. Like Jimenez, also subjects the other Aggrieved Employees to its Deduction Policy.

128. Upon information and belief, InterDent applies deductions to other Aggrieved Employees' wages, such as the "GR1Fee" deduction or other similar deductions, without written authorization from the Aggrieved Employees.

129. Like Jimenez, InterDent also subjects the other Aggrieved Employees to its Meal Break Policy.

130. InterDent subjects the other Aggrieved Employees to "working lunches," interruptible, on-duty unpaid meal periods during which they are not completely relieved of all work duties.

131. InterDent requires the other Aggrieved Employees to clock out for their unpaid meal periods.

132. However, the other Aggrieved Employees are consistently interrupted with work demands during their attempted meal periods.

133. InterDent does not instruct the other Aggrieved Employees to clock back in for work when they are interrupted during their unpaid meal breaks, resulting in the other Aggrieved Employees performing compensable work while off-the-clock during their meal periods.

134. Despite requiring the other Aggrieved Employees to be on-call and subject to interruption, and interrupting them in fact, during their meal periods, InterDent does not pay the other Aggrieved Employees the required one hour of premium pay at their regular rate for each workday in which they do not receive a *bona fide* meal period.

135. Like Jimenez, InterDent subjects the other Aggrieved Employees to its Rest Break Policy.

136. InterDent fails to provide the other Aggrieved Employees with *bona fide* rest periods of at least 10 minutes for each four hours of work.

137. Rather, InterDent subjects the other Aggrieved Employees to interruptible, on-duty rest periods during which they are not relieved of all work duties.

138. Upon information and belief, the other Aggrieved Employees are consistently interrupted with work demands during their attempted rest periods.

139. Despite requiring the other Aggrieved Employees to be on-call and subject to interruption, and interrupting them in fact, during their rest periods, InterDent does not pay the other Aggrieved Employees the required one hour of premium pay at their regular rate for each workday in which they do not receive compliant, *bona fide* rest periods.

140. As a result of InterDent's Pre Shift Policy, Post Shift Policy, and Meal Break Policy, the other Aggrieved Employees are not paid at their agreed-upon hourly rate of pay for all hours worked.

141. As a result of InterDent's Pre Shift Policy, Post Shift Policy, Daily Overtime Policy, and Meal Break Policy, the other Aggrieved Employees are likewise not paid 1.5 times their regular rate of pay for all hours worked beyond 8 in a workday and/or 40 in a workweek.

142. As a result of InterDent's Meal Break and Rest Break Policies, the other Aggrieved Employees are likewise not paid premium penalties for each workday in which they do not receive a timely or compliant meal and rest period.

143. As a result of InterDent's Deduction Policy, the other Aggrieved Employees are deprived of all wages owed due to InterDent improperly deducting amounts from their wages.

144. As a result of InterDent's policies and practices, InterDent fails to keep, record, and maintain accurate payroll and timekeeping records for the other Aggrieved Employees.

145. As a result of InterDent's policies and practices, InterDent issues or causes to be issued itemized wage statements to the other Aggrieved Employees that are inaccurate, as the wage

1 statements do not include the accurate number of hours worked, gross wages earned, and net wages
2 earned.

3 146. As a result of InterDent's Pre Shift Policy, Post Shift Policy, Daily Overtime Policy,
4 Deduction Policy, Meal Break Policy, and Rest Break Policy, InterDent fails to pay the other
5 Aggrieved Employees who left their employment all wages earned and owing upon their separation
6 of employment.

7 147. Jimenez submitted her written notice of the intent to pursue PAGA civil penalties
8 to the LWDA on November 19, 2025, bearing Case No. LWDA-CM-1139339-25.

9 148. More than 65 days have passed without notice from the LWDA.

10 149. As such, Jimenez has satisfied all administrative prerequisites to commence this
11 civil action in compliance with Labor Code § 2699.3(a).

12 **COUNT I**

13 **Civil Penalties Pursuant to Labor Code § 2699(a)**

14 150. Jimenez incorporates all other paragraphs by reference.

15 151. Labor Code § 2699(a) provides:

16 Notwithstanding any other provision of law, any provision of this
17 code that provides for a civil penalty to be assessed and collected by
18 the Labor and Workforce Development Agency or any of its
19 departments, divisions, commissions, boards, agencies or
20 employees, for a violation of this code, may, as an alternative, be
21 recovered through a civil action brought by an aggrieved employee
22 on behalf of himself or herself and other current or former
23 employees.

24 152. Labor Code § 203 provides:

25 If an employer willfully fails to pay, without abatement or reduction,
26 in accordance with Sections 201, 201.5, 202, and 205.5, any wages
27 of an employee who is discharged or who quits, the wages of the
28 employee shall continue as a penalty from the due date thereof at the
same rate until paid or until an action therefore is commenced; but
the wages shall not continue for more than 30 days.

153. Labor Code § 225.5 provides that ever person who violates Section 221 shall be
subject to a civil penalty of \$100 for the initial violation for each failure to pay each employee, and
\$200 for each subsequent or willful failure to pay each employee "plus 25 percent of the amount
unlawfully withheld."

154. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

155. Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

156. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

157. Labor Code § 558(a) and (c) provide:

(a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions 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 in addition to an amount sufficient to recover underpaid wages.... (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

158. Jimenez seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by InterDent, as alleged in this Complaint, to timely pay all wages owed to the Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

159. Jimenez seeks such penalties as an alternative to the penalties available to individual litigants under Labor Code § 203 where applicable, as prayed for herein.

160. Jimenez also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by InterDent, alleged in this Complaint, to provide the Aggrieved Employees with accurate, itemized wage statements in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e).

161. Jimenez also seeks civil penalties in the amounts described under Labor Code § 558 pursuant to Labor Code § 2699(a) for each pay period in which InterDent, as alleged in this Complaint, failed to pay the Aggrieved Employees for all overtime wages owed.

1. InterDent, as alleged in this Complaint, unlawfully collected or received from Jimenez and the other Aggrieved Employees parts of wages paid to them, including but not limited to deductions labeled “GR1Fee” and other similar unauthorized deductions, in violation of Labor Code § 221.

162. Jimenez therefore seeks civil penalties for InterDent’s violations of Labor Code § 221 in the amounts described in Labor Code § 225.5.

163. Pursuant to Labor Code § 2699.3(a)(1) and (2), Jimenez has provided the LWDA with notice of her intention to file this claim.

164. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Jimenez satisfied all administrative prerequisites to commence this civil action.

165. Jimenez seeks the aforementioned civil penalties on behalf of the State of California and the other Aggrieved Employees as set forth in Labor Code § 2699(g) and (i).

166. InterDent is liable to the Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint, with interest thereon.

167. Jimenez is also entitled to an award of attorneys' fees and costs as set forth herein.

168. Wherefore, Jimenez and the Aggrieved Employees request relief as hereinafter provided.

COUNT II

Civil Penalties Pursuant to Labor Code § 2699(f)

169. Jimenez incorporates all other paragraphs by reference.

170. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation

171. Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." All such wages are subject to California's overtime and double time requirements, including those set forth above.

172. Labor Code § 204(a) provides that "[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]"

173. Labor Code § 510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

174. IWC Wage Order 16-2001(3)(A)(1) states that employees:

...shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's

regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than ... [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek....

175. Labor Code § 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

176. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate relevant Wage Order(s).

177. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Jimenez seeks civil penalties pursuant to Labor Code § 2699(f) for the Aggrieved Employees for each pay period in which such employee was aggrieved, in the amounts established by Labor Code § 2699(f).

178. Jimenez seeks civil penalties under Labor Code § 2699(f) for InterDent's violations of Labor Code §§ 204, 226.7, 510, 512, 1174, 1194, 1194.5, 1198, and 1198.5.

179. Pursuant to Labor Code § 2699.3(a)(1) and (2), Jimenez has provided the LWDA with notice of her intention to file this claim.

180. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Jimenez satisfied all administrative prerequisites to commence this civil action.

181. Jimenez seeks the aforementioned penalties on behalf of the Aggrieved Employees and the State of California as set forth in Labor Code § 2699(g) and (i).

182. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of a Labor Code provision that does not provide for a civil penalty if, at the time of the violation, the employer employs one or more

employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

183. InterDent is liable to the State of California and Aggrieved Employees for the civil penalties set forth in this Complaint.

184. Jimenez is also entitled to an award of attorneys' fees and costs.

185. Wherefore, Jimenez and the Aggrieved Employees request relief as hereinafter provided.

RELIEF SOUGHT

WHEREFORE, Jimenez, on behalf of the State of California and the Aggrieved Employees, requests the following relief:

- a. That this action be maintained as a PAGA representative action, and Plaintiff and her counsel be provided with enforcement capability as if the LWDA brought the action;
- b. For Plaintiff to be recognized by the Court as serving as the duly authorized Representative of the LWDA, that he be deemed an "Aggrieved Employee," and that he be awarded enhanced compensation for bringing this action, should he prevail and provide benefit to the State of California or other "Aggrieved Employees," subject to the Court's discretion;
- c. A declaratory judgment that InterDent's conduct violated the Labor Code as alleged herein;
- d. An order awarding civil penalties against InterDent to the fullest extent provided for by PAGA;
- e. An award of attorneys' fees, costs, and expenses as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
- f. Pre- and post-judgment interest on any amounts awarded at the highest applicable allowed by law; and
- g. Such other and further relief as this Court deems just and proper.

1 Dated: February 25, 2026

LAUREL EMPLOYMENT LAW

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4 Joshua I. White, Esq.
5 William M. Hogg, Esq.

6 *Attorneys for Jimenez, on Behalf of the State of*
7 *California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**
Jimenez v. InterDent Service Corporation

EXHIBIT 1



November 19, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employee(s): Angelica Jimenez

Employer: InterDent Service Corporation and Does 1-50

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a)(1), Angelica Jimenez notifies the California Labor & Workforce Development Agency ("LWDA") that she intends to seek civil penalties pursuant to California Labor Code § 2699(a) and (f) for violations of the following provisions of the California Labor Code by InterDent Service Corporation ("InterDent"), as well as any unknown related entities involved in the alleged violations:

1. Failure to pay minimum wages (Lab. Code §§ 1194, 1197, and 1197.1);
2. Failure to pay for all hours worked (Lab. Code § 204);
3. Failure to pay overtime wages (Lab. Code § 510);
4. Unlawful deductions (Lab. Code §§ 221-224);
5. Failure to provide meal and rest periods, and failure to provide compensation for non-compliant meal and rest periods (Lab. Code §§ 226.7 and 512);
6. Failure to provide timely and accurate itemized wage statements (Lab. Code § 226);
7. Exceeding the maximum work hours (Lab. Code § 1198);
8. Failure to maintain accurate records (Lab. Code §§ 1174, 1198.5); and
9. Failure to timely pay all wages following separation from employment or when due and payable (Lab. Code §§ 201, 201.3, 202, 203, 204, and 227.3).

Ms. Jimenez, an aggrieved employee, intends to bring a civil action against InterDent pursuant to PAGA on behalf of herself and other aggrieved employees. Specifically, the Aggrieved Employees at issue here are all of InterDent's current and former hourly-paid, non-exempt employees who worked for InterDent in California.

Background of Defendant:

InterDent is a dental service organization operating under various brand names, including Gentle Dental, SmileKeepers, Blue Oak Dental, and Capitol Dental. InterDent provides dental support and administrative services to dental practices around the country, including in California. InterDent operates over 30 locations across California, including locations in San Francisco, Hayward, Brentwood, Santa Rosa, Palo Alto, Fresno, Bakersfield, Apple Valley, Rancho Cucamonga, Brea, Orange, Costa Mesa, Irvine, Palm Springs, San Diego, and others. In order to meet its business objectives, InterDent employs workers like Ms. Jimenez and the Aggrieved Employees, who perform basic non-exempt office tasks at InterDent's work locations throughout California.

Background of Aggrieved Employees:

Ms. Jimenez was employed by InterDent as a non-exempt receptionist from approximately November 2022 to September 2025 in InterDent's Gentle Dental location in Hesperia. InterDent required Ms. Jimenez to work, on average, 8-to-10 hours per day, 5 days per week. Ms. Jimenez regularly worked upwards of 50 hours per week during her employment at a base hourly rate of \$17.98 per hour. Ms. Jimenez's primary job duties included answering phones, interacting with patients, checking insurance coverage, and other non-exempt office tasks. InterDent classified Ms. Jimenez as non-exempt from overtime.

The Aggrieved Employees are all of InterDent's current and former non-exempt employees in California who are classified as non-exempt and paid on an hourly-rate basis.

InterDent regularly required Ms. Jimenez and other Aggrieved Employees to perform work while off-the-clock without compensation at the required minimum wage in violation of Labor Code §§ 204, 1194, 1197, and/or 1197.1. InterDent did so willfully or in reckless disregard of whether its attendance and "clock in" policies violated the California Labor Code. Upon information and belief, InterDent required workers like Ms. Jimenez to arrive before the start of their shift to perform office-opening duties, including unlocking doors, disarming security systems, turning on lights, turning on the computers, and opening programs on the computers. InterDent requires Ms. Jimenez and others to perform these opening duties, which on average took approximately 5-to-10 minutes each workday, before they could clock in for work. InterDent likewise required Ms. Jimenez and other Aggrieved Employees to clock out before performing closing duties, which included shutting down computers, arming the security system, and locking the doors, which on average took approximately 5-to-10 minutes each workday. InterDent failed to

compensate Ms. Jimenez and other Aggrieved Employees who performed such off-the-clock opening and closing duties, despite having the ready ability to determine the amount of time worked prior to clocking in.

Despite regularly working more than 8 hours in a day and/or 40 hours in a week, InterDent fails to pay Ms. Jimenez and the Aggrieved Employees overtime pay at 1.5 times their regular rate of pay for all hours actually worked in accordance with Labor Code §§ 204 and 510. Much of the off-the-clock work described above occurred during days when Ms. Jimenez and the Aggrieved Employees worked at least 8 total hours and/or during weeks when Ms. Jimenez and the Aggrieved Employees worked at least 40 total hours. Moreover, upon information and belief, InterDent failed to pay the greater number of overtime hours worked in a workweek on numerous occasions, whether daily overtime (the number of hours worked over 8 in a workday incurred during a given workweek) or weekly overtime (the number of total hours worked over 40 in a given workweek). Rather, upon information and belief, InterDent would not pay daily overtime but instead would only pay time-and-a-half overtime wages when Ms. Jimenez and other Aggrieved Employees worked over 40 total hours in a given workweek. InterDent's overtime policies resulted in Ms. Jimenez and other Aggrieved Employees not being paid for all overtime hours worked.

Further, InterDent fails to provide compliant meal and rest periods to Ms. Jimenez and the Aggrieved Employees. Instead, InterDent requires Ms. Jimenez and other Aggrieved Employees to suffer "working lunches." Further, InterDent's "working lunches" are unpaid and off-the-clock. InterDent regularly subjects Ms. Jimenez and the Aggrieved Employees to interruption throughout their purported "breaks," often pulling them out of breaks before the full 10- or 30-minute period is up. Indeed, Ms. Jimenez complained to her manager about the lack of off-duty meal periods on more than one occasion, but was simply told "everybody has to do it" and to "suck it up." Despite failing to provide *bona fide* off-duty meal and rest periods, InterDent did not pay the required premium pay to Ms. Jimenez and other Aggrieved Employees for each workday in which they did not receive a fully compliant meal and rest break.

InterDent's policies, practices, and procedures cause Ms. Jimenez and the Aggrieved Employees to systematically miss their meal and/or rest periods. Yet, InterDent does not provide Ms. Jimenez and the Aggrieved Employees with premium payments for each day they do not receive compliant meal and rest periods. Ms. Jimenez and the Aggrieved Employees are frequently denied meal and/or rest periods for various reasons, including that InterDent does not authorize, permit, and/or make available timely meal and/or rest periods to them, and/or Ms. Jimenez and the Aggrieved Employees are often too busy with work during the day to have time to take a *bona fide* meal and/or rest period. InterDent also does not properly monitor, take steps, or otherwise reasonably attempt to ensure meal and rest periods are made available to Ms. Jimenez and the Aggrieved Employees. Further, when Ms. Jimenez and the Aggrieved Employees do attempt to take a meal period, they are often short, subject to interruption, and/or a "working" lunch. As a result, Ms. Jimenez and the Aggrieved Employees are not provided with duty-free, uninterrupted meal periods by the end of the 5th hour of work.

Additionally, Ms. Jimenez and the other Aggrieved Employees are not provided with uninterrupted, duty-free 10-minute rest periods, while completely relieved of any duty and/or control by InterDent, by the end of the 4th hour of work, and each subsequent 4 hours of work or major fraction thereof.

Further, on days when Ms. Jimenez and the Aggrieved Employees work shifts of 10 hours or more InterDent does not authorize and/or permit Ms. Jimenez and the Aggrieved Employees to take a 2nd meal period before the 10th hour of work. As a result, Ms. Jimenez and the Aggrieved Employees are not provided with duty-free, uninterrupted, and timely second 30-minute meal periods by the end of the 10th hour of work.

As outlined herein, Ms. Jimenez and the Aggrieved Employees are not compensated with proper minimum wages, overtime wages, payment for all hours worked, and are not paid premium payments for missed meal and rest periods. As such, InterDent fails to, among other things, reflect the accurate number of hours worked, rates of pay, gross wages earned, net wages earned, and/or premium pay owed in Aggrieved Employees' itemized wage statements. Therefore, Ms. Jimenez and the Aggrieved Employees do not receive accurate, itemized wage statements as required under the Labor Code.

The wage statements InterDent provided Ms. Jimenez and the other Aggrieved Employees also reflect various systematic deductions from wages, including a deduction labeled as "GR1Fee" which deducts a nominal amount from each pay period. Upon information and belief, Ms. Jimenez and the other Aggrieved Employees did not provide written authorization for InterDent to make the "GR1Fee" deduction from their wages. As such, InterDent's unauthorized deduction from wages constitutes a violation of Labor Code §§ 221-224.

As a consequence of InterDent's off-the-clock policies and practices, Ms. Jimenez and the Aggrieved Employees do not receive all wages in a timely manner during their employment as required by Labor Code § 204. Accordingly, InterDent violated Labor Code § 204(a).

Finally, as a consequence of InterDent's failure to pay all wages owed (including minimum wages, overtime wages and premium wages), Ms. Jimenez and the Aggrieved Employees do not receive all wages owed during employment. As such, Ms. Jimenez and the Aggrieved Employees who are InterDent's former employees did not receive all wages owed following separation from employment in violation of the Labor Code.

Labor Code § 1174(d) requires employers to keep payroll records showing the hours worked, wages paid, and the employees employed, on file for not less than two (2) years. During the relevant time period, InterDent failed to maintain accurate records relating to Ms. Jimenez's and the Aggrieved Employees' work periods, total daily hours worked, overtime hours worked, double time hours worked, overtime wages owed, meal periods, premium pay owed, and/or total

hours worked per payroll period, among other recordkeeping violations. Accordingly, InterDent violated the applicable IWC Wage Orders and Labor Code sections 1198.5 and 1174(d).

Ms. Jimenez is represented by Laurel Employment Law, APC, a law firm with offices in Santa Monica and Van Nuys. Laurel Employment Law has extensive experience in the successful litigation and resolution of employment and representative actions. A description of the work, mission, and credentials of the firms can be found at <https://www.laurelemploymentlaw.com/>. Ms. Jimenez and her counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.

If I can be of any assistance, please do not hesitate to contact me. We would appreciate hearing from the LWDA at its earliest convenience, and we thank you for your careful consideration of this matter.

Sincerely,



William M. Hogg (SBN 338196)
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Tel: (323) 551-9221
william@laurelemploymentlaw.com

CC via Certified Mail:

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c/o: Paracorp Inc.
2804 Gateway Oaks Drive, Suite 100
Sacramento, California