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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10 **Alexus Garcia**, individually and on
behalf of all similarly situated individuals,

11 Plaintiff,

12 vs.

13
14 **Reeves, D.D.S. and LaValley, D.D.S.,**
15 **a Dental Corporation dba Kids Care**
16 **Dental & Orthodontics**, a California
corporation; **CDC Dental Management**
17 **Co., LLC**, a Delaware Limited Liability
Company; and **Does 1-10**, inclusive;

18 Defendants.

CASE NO. **25CV027592**

CLASS ACTION COMPLAINT FOR:

- 1) **Failure to Provide Compliant Rest Periods;**
- 2) **Failure to Provide Compliant Meal Periods;**
- 3) **Failure to Pay Minimum/Regular Wages;**
- 4) **Failure to Pay Overtime Wages;**
- 5) **Failure to Reimburse Necessary Business Expenditures;**
- 6) **Failure to Maintain and Provide Complete and Accurate Wage Statements;**
- 7) **Failures to Pay Wages When Due; and**
- 8) **Violation of California Business & Professions Code §§ 17200, et seq.**

Jury Trial Requested

1 Plaintiff, by and through her counsel of record, hereby brings this action on behalf of her-
2 self and all other similarly situated current and former employees and alleges as follows:

3 **PARTIES**

4 1. At all relevant times for this Complaint, Plaintiff **Alexus Garcia**, (“Plaintiff”) was
5 a resident of Sacramento, California. Plaintiff was employed as an hourly, non-exempt employee
6 of Defendants from approximately February 2024 to April 2025. During that time, Plaintiff
7 worked at multiple locations operated by Defendants including, but not limited to, locations in
8 Sacramento, Rancho Cordova, and Folsom. Unless otherwise specified, Plaintiff was subject to
9 the policies and practices described in this complaint at all times during her employment with
10 Defendants.

11 2. Defendant **Reeves, D.D.S. and LaValley, D.D.S., a Dental Corporation dba**
12 **Kids Care Dental & Orthodontics** (“Reeves, D.D.S.”) is a California corporation with a prin-
13 cipal business address of 3100 Zinfandel Dr., Ste. 400, Rancho Cordova, CA 95670.

14 3. Defendant **CDC Dental Management Co., LLC** (“CDC Dental”) is a Delaware
15 limited liability company with a principal business address of 3100 Zinfandel Dr., Ste. 400, Ran-
16 cho Cordova, CA 95670.

17 4. Defendants Reeves, D.D.S. and CDC Dental are collectively referred to herein as
18 “Kids Care Dental” or “Defendants.”

19 5. Kids Care Dental operates multiple locations in Northern California including, but
20 not limited to, locations in Sacramento, Rancho Cordova, and Folsom where it employed Plaintiff,
21 as well as locations in Davis, Elk Grove, Brentwood, Fairfield, Greenback, Livermore, Lodi, Man-
22 teca, Modesto Roseville, Natomas San Jose, Stockton, Tracy, and Vacaville. On information and
23 belief, Defendants employ at least 100 hourly, non-exempt employees in California.

24 6. Plaintiff is not currently aware of the names and true identities of defendants Does
25 1-10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities
26 when this information is available. Each Doe defendant is responsible for the damages alleged
27 pursuant to each of the causes of action asserted, either through its own conduct, or vicariously
28 through the conduct of others. All further references in this complaint to any of the named

1 Defendants includes the fictitiously named defendants.

2 7. At all times alleged herein, each Defendants were an agent, servant, joint employer,
3 employee, partner, and/or joint venture of every other Defendant and was acting within the scope
4 of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each
5 other Defendant.

6 **VENUE AND JURISDICTION**

7 8. The court has jurisdiction over all causes of action in this complaint pursuant to
8 Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely
9 on California statutes and law, including the Labor Code and the Business & Professions Code.
10 Because putative class members were employed by Defendants, the policies and practices com-
11 plained of herein were implemented in Sacramento County, and Defendants transact business
12 within Sacramento County, Defendants are within the jurisdiction of the court for service of pro-
13 cess. Moreover, Business & Professions Code § 17204 provides that any person acting on their
14 own behalf may bring an action in any court of competent jurisdiction.

15 9. Venue as to Defendants is proper in this Superior Court pursuant to California Code
16 of Civil Procedure § 395. Defendants transact business and/or has offices in this county, em-
17 ployed Plaintiff and putative class members in this county, and the acts and omissions alleged
18 herein took place in this county.

19 **CLASS ACTION ALLEGATIONS**

20 10. At all times relevant to this Complaint, Plaintiff was employed by Defendants as an
21 hourly, non-exempt orthodontic assistant. In that role, she assisted licensed orthodontists by
22 placing, adjusting, and removing patients' braces, brackets, and wires.

23 11. Defendants employed Plaintiff multiple locations that they operate in California, for
24 instance, Plaintiff regularly performed work for Defendants at their locations in Sacramento,
25 Rancho Cordova, and Folsom. Plaintiff was subject to the same policies and practices regardless
26 of which location she worked at and, on information and belief, so too were other Class Members.

27 12. Each of Defendants' business locations where Plaintiff worked had approximately
28 six dental chairs where patients were seen. Each workday, Plaintiff was assigned to a chair, which

1 was referred to as a “column,” and her duties revolved around treating one patient after another,
2 in relatively quick succession, so as to keep patients moving seamlessly from one to the next.

3 13. Typically, there was no time left between finishing work on one patient and begin-
4 ning work on the next, and there was no one available to provide coverage for Plaintiff to take 10-
5 minute breaks without delaying the next patient’s visit by 10 minutes, which Defendants did not
6 permit. So, as a matter of practice, Plaintiff was rarely permitted or provided opportunities to
7 take full, uninterrupted 10-minute rest breaks. Upon information and belief, Class Members, in-
8 cluding Plaintiff, were prevented from taking mandated 10-minute rest periods due to Defend-
9 ant’s hectic pace of business and understaffing in other ways than the above.

10 14. On information and belief, this was true for Class Members as well. Indeed, it was
11 common knowledge in the workplace—among Plaintiff’s coworkers and supervisors alike—that
12 employees rarely received rest periods and this was sometimes the subject of jokes.

13 15. In failing to authorize and/or permit compliant rest periods, Defendants have also
14 engaged in a uniform practice of denying premium pay to its non-exempt employees in lieu
15 thereof, notwithstanding their actual knowledge that such employees were uniformly denied such
16 rest periods.

17 16. On information and belief, Class Members were also not provided with any pre-
18 mium wages for such non-compliant rest periods.

19 17. On busy days, Plaintiff sometimes began working up to 10 minutes prior to the
20 scheduled start of her shift, but Defendants’ timekeeping software did not permit employees to
21 clock in any earlier than 5 minutes prior to the start of their shifts. Plaintiff was regularly in-
22 structed to begin working the moment she arrived for her shift despite her inability to clock-in
23 for her shift. Plaintiff was expected to begin seeing patients as soon as she clocked-in for her shift.
24 However, in order to begin immediately caring for patients at her shift start time, Plaintiff was
25 required to work off-the-clock in order to gather, clean and sterilize the necessary tools and in-
26 struments to be used on the patients. As a result, Plaintiff sometimes ended up working off-the-
27 clock. On information and belief, this was also true for other Class Members.

28 18. Further, this resulted in Plaintiff and Class Members being denied overtime

premium wages whenever their off-the-clock workhours were performed in excess of 8 hours in a day or 40 hours in a week and being denied double-time premium wages whenever their off-the-clock workhours were performed in excess of 12 hours in a day.

19. This off-the-clock work also sometimes resulted in meal periods being taken late, after the end of employees' fifth hour of work, that were otherwise recorded as being timely in Defendants' time keeping software. Defendants also prevented Class Members from taking their meal periods, interrupted them, or rendered them on duty by virtue of their other policies or practices.

20. Defendants also have engaged in a uniform practice of denying premium pay to its non-exempt employees in lieu thereof, notwithstanding its actual knowledge that such employees performed work off-the-clock and likely received untimely meal periods as a result.

21. Further, Plaintiff and Class Members were required to access and use Defendants' timekeeping software through their own personal cell phones, as no physical time clocks or other devices were provided to employees to accomplish this.

22. However, as a matter of uniform and systemic policy, Defendants failed to reimburse its non-exempt employees for necessary business expenditures pursuant to Labor Code section 2802.

23. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff and Class Members, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing actual gross and net wages earned, the correct number of hours worked, and the applicable hourly rates in effect for those missing hours, among other things.

24. As a matter of uniform and systemic policy, Defendants willfully failed to pay Plaintiff and Class Members all the above-described wages including, but not limited to, premium pay for non-compliant meal and rest periods, minimum/regular and overtime premium wages for off-the-clock workhours, and reimbursement for necessary business expenditures, either at the

1 time they became due, at the time of discharge, or within seventy-two (72) hours of leaving De-
2 fendants' employ.

3 25. Plaintiff, therefore, brings this action on behalf of herself and as a class action on
4 behalf of the following defined Class:

5 **Non-Exempt Employee Class:**

6 *All persons who worked at least one shift as a non-exempt employee for Defend-*
7 *ants in the State of California from the period four years prior to the filing of this*
8 *Action and until the date of trial ("Class").*

9 26. Common methods of proof exist for determining these issues on a class-wide basis,
10 including but not limited to, Defendant's employment records, payroll records, timesheets, writ-
11 ten policies, disciplinary records, and witness declarations, among other things.

12 27. **Numerosity.** Plaintiff is informed and believes that, during the class period, at
13 least 100 Class Members have been employed as non-exempt employees by Defendants within
14 the state of California. The number of Class Members is sufficiently numerous such that joinder
15 of all members is impossible or impracticable.

16 28. **Typicality.** Plaintiff's claims are typical of all Class Members. Plaintiff, like all
17 other Class Members, was subjected to the policies and practices set forth above. Plaintiff's job
18 duties were typical of Class Members in all relevant respects.

19 29. **Adequacy.** There are no material conflicts between the claims of the representa-
20 tive Plaintiff and Class Members that would make class certification inappropriate. Plaintiff un-
21 derstands her obligation to inform the Court of any relationship, conflicts, or differences with any
22 Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members.
23 Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members.
24 Moreover, Plaintiff has retained competent counsel experienced in both class action and employ-
25 ment litigation. Plaintiff's attorneys, the proposed class counsel, are well versed in the rules gov-
26 erning class action discovery, certification, and settlement, and will vigorously assert the claims
27 of all Class Members. Plaintiff has incurred, and will continue to incur, costs and attorneys' fees
28 that have been, are, and will be necessarily expended for the prosecution of this action for the
substantial benefit of each Class Member.

1 30. **Existence and Predominance of Common Issues.** Common questions of law
2 and fact exist as to all Class Members, which predominate over potential issues affecting individ-
3 ual Class Members, including, but not limited to:

- 4 a. Whether Defendants have a common policy and/or practice of depriving
5 Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- 6 b. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class
7 Members of compliant, off-duty meal and/or rest periods;
- 8 c. Whether Defendants have a common policy and/or practice of depriving
9 Plaintiff and Class Members of premium pay in lieu of compliant, off-duty
10 meal and/or rest periods;
- 11 d. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class
12 Members of premium pay in lieu of compliant, off-duty meal and/or rest pe-
13 riods;
- 14 e. Whether Defendants have a common policy and/or practice of requiring
15 Plaintiff and Class Members to work off-the-clock;
- 16 f. Whether Defendants unlawfully and/or willfully required Plaintiff and Class
17 Members to work off-the-clock;
- 18 g. Whether Defendants have a common policy and/or practice of failing to
19 compensate Plaintiff and Class Members with required minimum, regular,
20 and/or overtime wages while working off-the-clock
- 21 h. Whether Defendants unlawfully and/or willfully failed to compensate Plain-
22 tiff and Class Members with required minimum, regular, and/or overtime
23 wages while working off-the-clock;
- 24 i. Whether Defendants have a common policy and/or practice of failing to re-
25 imburse Plaintiff and Class Members for necessary business expenditures;
- 26 j. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff
27 and Class Members for necessary business expenditures;
- 28 k. Whether Defendants have a common policy and/or practice of failing to

maintain complete or accurate payroll records in the State of California;

l. Whether Defendants unlawfully and/or willfully failed to maintain complete or accurate payroll records in the State of California;

m. Whether Defendants have a common policy and/or practice of failing to provide complete or accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiff and Class Members;

n. Whether Defendants unlawfully and/or willfully failed to provide complete and accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiff and Class Members;

o. Whether Defendants have a common policy and/or practice of failing to pay Plaintiff and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

p. Whether Defendants unlawfully and/or willfully failed to pay Plaintiff and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

q. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

r. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the above provisions of law.

31. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases

the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims that might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing notice to members of the Class defined above as identified through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Compliant Rest Periods or Premium Pay in Lieu Thereof **(Plaintiff and Class Against Defendants)**

32. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

33. At all times relevant to this complaint, Defendants knew it was obligated to provide compliant rest periods to their non-exempt employees pursuant to Labor Code § 226.7.

34. Labor Code § 226.7 provides:

(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If any employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

35. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC – including Wage Order No. 4-2001, which applied to Plaintiff's and Class Members' employments. Employers must authorize and permit employees to be relieved of all duty during their rest and

1 meal periods: “A rest period, in short, must be a period of rest.”¹ *Augustus v. ABM Sec. Servs.,*
2 *Inc.*, 385 P.3d 823, 834 (2016).

3 36. As a matter of practice, Defendants’ managers never provided Plaintiff and other
4 Class Members with sufficient coverage or opportunities to take full, uninterrupted 10-minute
5 rest breaks as required, there was no time left between finishing work on one patient and begin-
6 ning work on the next, and there was no one available to provide coverage for Plaintiff to take 10-
7 minute breaks without delaying the next patient’s visit by 10 minutes, which Defendants did not
8 permit. Upon information and belief, Defendants have acted to deny Class Members all compliant
9 rest periods in ways currently unknown to Plaintiff.

10 37. Defendants have also implemented a uniform policy of denying compensation in
11 lieu of compliant rest periods to its non-exempt employees, notwithstanding its actual knowledge
12 that such employees were uniformly denied such rest periods.

13 38. By failing to provide compliant rest periods when required, or premium pay in lieu
14 thereof, Defendants violated the Labor Code as to Plaintiff and Class Members. Defendant was
15 aware that its actions were a violation of applicable law but consistently refused to pay these pre-
16 miums as required by law.

17 39. Pursuant to Wage Order No. 4-2001 and Labor Code § 226.7(b), Plaintiff and Class
18 Members are entitled to recover from Defendants one additional hour of pay at their regular rates
19 of pay for each shift that a compliant rest period was not provided. Defendants were aware that
20 its actions were a violation of applicable law but consistently refused to pay these premiums as
21 required by law.

22
23
24
25
26 ¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Depart-
27 ment of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at*
28 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay
on the work premises during my rest period? A. No, your employer cannot impose any restraints
not inherent in the rest period requirement itself.”)

1 **SECOND CAUSE OF ACTION**

2 ***California Labor Code §§ 226.7, 512(a), and 1198***

3 ***Failure to Provide Complaint Meal Periods or Premium Pay in Lieu Thereof***

4 **(Plaintiff and Class Against Defendants)**

5 40. Plaintiff repeats and incorporates by reference every allegation in this complaint as
6 if fully set forth herein.

7 41. At all times relevant to this complaint, Defendants knew it was obligated to provide
8 legally compliant meal periods to its non-exempt employees pursuant to Labor Code §§ 512
9 and 226.7. Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an em-
10 ployee for a work period of more than five hours per day without providing the employee with a
11 meal period of not less than 30 minutes, except that if the total work period per day of the em-
12 ployee is no more than six hours, the meal period may be waived by mutual consent of both the
13 employer and employee. An employer may not employ an employee for a work period of more
14 than 10 hours per day without providing the employee with a second meal period of not less than
15 30 minutes.”

16 42. Further, Labor Code sections 226.7, 512(a), and 1198 provide that no employer shall
17 require an employee to work during any meal period mandated by an applicable order of the IWC
18 – including Wage Order No. 4-2001, which applied to Plaintiff’s and Class Members’ employ-
19 ments. “An off-duty meal period, therefore, is one in which the employee is relieved of all duty
20 during the 30-minute meal period [...] an employer’s obligation is to provide an off-duty meal
21 period: an uninterrupted 30–minute period during which the employee is relieved of all duty.”
22 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

23 43. Defendants’ policies and practices served to deprive Plaintiff and Class Members of
24 full 30-minute meal periods during which they were relieved of all duties and free of employer
25 control. Upon information and belief, Defendants’ non-exempt employees sometimes began
26 working more than 5 minutes prior to the scheduled start of their shifts, but Defendants’ time-
27 keeping software did not permit employees to clock in earlier than 5 minutes prior to the start of
28 their shifts.

1 44. As a result, Plaintiff sometimes ended up working off-the-clock and taking meal
2 periods late, after the end of their fifth hour of work, that were otherwise recorded as being timely
3 by Defendants' timekeeping software.

4 45. Upon information and belief, Defendants have acted to deny Class Members all
5 compliant meal periods in ways currently unknown to Plaintiff.

6 46. Accordingly, Plaintiff and Class Members were denied meal periods as a result of
7 Defendants' policies and practices. By failing to consistently provide uninterrupted, off-duty 30-
8 minute meal periods, Defendants violated the Labor Code as to Plaintiff and Class Members.

9 47. Defendants have also implemented a uniform policy of denying compensation in
10 lieu of compliant meal periods to its non-exempt employees, notwithstanding its actual
11 knowledge that such employees were uniformly denied such meal periods.

12 48. In failing to authorize and/or permit compliant meal periods, Defendants have also
13 implemented a uniform policy of denying compensation in lieu of such meal periods to its non-
14 exempt employees, notwithstanding its actual knowledge that such employees were uniformly
15 denied compliant meal periods.

16 49. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to re-
17 cover from Defendants an additional hour of pay at their regular rates of pay for each shift in
18 which a compliant meal period was not provided.

19 **THIRD CAUSE OF ACTION**

20 ***California Labor Code §§ 223, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

21 ***Failure to Pay Minimum and Regular Rate Wages***

22 **(Plaintiff and Class Against Defendants)**

23 50. Plaintiff repeats and incorporates by reference all allegations contained in the pre-
24 ceding paragraphs as if fully set forth herein.

25 51. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that
26 payment of a wage less than the minimum wage as set by statute, commission, or by the general
27 prevailing rate is unlawful.

28 52. Further, Labor Code section 223 provides that where a contract requires an

1 employer to maintain the designated wage scale, it is unlawful to pay a lower wage while purport-
2 ing to pay the wage designated by contract. *See, e.g., Armenta v. Osmose, Inc.*, 135 Cal.App.4th
3 314, 323 (Cal. Ct. App. 2005) (“Sections 221, 222, and 223 articulate the principal that all hours
4 must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against
5 a minimum wage obligation.”).

6 53. California law requires employers to compensate employees for all time that an em-
7 ployee is “suffered or permitted to work,” which includes all time “when any employer ‘directs,
8 commands or restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575,
9 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11040(2)(L) (“‘Hours
10 worked’ means the time during which an employee is subject to the control of an employer and
11 includes all the time the employee is suffered or permitted to work, whether or not required to do
12 so.”).

13 54. Defendants failed to compensate Plaintiff and Class Members for all hours worked
14 because they sometimes began working more than 5 minutes prior to the scheduled start of their
15 shifts, but Defendants’ timekeeping software did not permit employees to clock in earlier than 5
16 minutes prior to the start of their shifts.

17 55. Defendants also failed to compensate Plaintiff and Class Members for all hours
18 worked because they were regularly required to clock out for meal periods and keep working.

19 56. Upon information and belief, Defendants required Class Members to work off the
20 clock in other ways currently unknown to Plaintiff.

21 57. As a result, Plaintiff and Class Members were not permitted to record this additional
22 worktime on their time sheets, and Defendants failed to pay them for all hours during which they
23 suffered or were permitted to work under the control of Defendants.

24 58. Defendants’ failure to pay Plaintiff and Class Members wages at their regular rates
25 of pay, let alone any rate of pay, for this off-the-clock time violates California Labor Code sections
26 223, 1182.12, 1194, 1197, 1197.1, and 1198.

27 59. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are
28 entitled to recover the amounts of underpaid wages, plus liquidated damages equal to the amount

of minimum wages unlawfully withheld and interest, along with other applicable penalties.²

FOURTH CAUSE OF ACTION

Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Plaintiff and Class Against Defendants)

60. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

61. California Labor Code sections 510, 1198, and Industrial Wage Order No. 4-2001 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, Industrial Wage Order No. 4-2001, section 3 provides that Defendant was required to pay Plaintiff and Class Members working more than eight hours in a day or more than forty hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

62. Throughout the Class Period, Plaintiff and the Class were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and/or in excess of forty hours in a week.

63. Defendants' failure to pay overtime premium wages was a direct consequence of its uniform policy and/or practice of permitting non-exempt employees to begin working up to 10 minutes prior to the scheduled start of her shift, while Defendants' timekeeping software did not permit them to clock in earlier than 5 minutes prior to the start of their shifts.

64. Defendants' failure to pay overtime premium wages was a direct consequence of their uniform policy and/or practice of requiring non-exempt employees to clock out but continue

² Defendants are liable for civil penalties in the amount of \$100 per initial violation and \$250 for each subsequent pay period, plus injunctive relief and reasonable attorney's fees and costs. Lab. Code § 1197.1.

1 working through meal periods, resulting in additional unrecorded hours worked above and be-
2 yond various overtime premium thresholds (i.e., 8 hours in a day, 12 hours in a day, and 40 hours
3 in a week).

4 65. This resulted in Plaintiff and Class Members sometimes being denied overtime pre-
5 mium wages whenever this off-the-clock work was performed in excess of 8 hours in a day or 40
6 hours in a week and being denied double-time premium wages whenever their off-the-clock work-
7 hours were performed in excess of 12 hours in a day.

8 66. Defendants knew or should have known that its policies and practices forced its
9 non-exempt employees to work additional time in excess of 8 hours per day, 12 hours per day,
10 and 40 hours per week without being compensated for that time. Therefore, Defendants also
11 knew or should have known that Plaintiff and Class Members were not paid additional overtime
12 premium wages for those hours.

13 67. Pursuant to Labor Code section 1194, Plaintiff and Class Members are entitled to
14 recover their unpaid overtime compensation, as well as interest, costs, attorneys' fees, and appli-
15 cable civil penalties.

16 **FIFTH CAUSE OF ACTION**

17 ***Labor Code § 2802***

18 ***Failure to Reimburse Necessary Business Expenditures***

19 **(Plaintiff and Class Against Defendants)**

20 68. Plaintiff repeats and incorporates by reference every allegation in this complaint as
21 if fully set forth herein.

22 69. Labor Code section 2802 provides that “[a]n employer shall indemnify his or his
23 employee for all necessary expenditures or losses incurred by the employee in direct consequence
24 of the discharge of his or his duties, or of his or his obedience to the directions of the employer.”
25 Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing
26 off their cost of doing business and operating expenses on to their employees. *Cochran v.*
27 *Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

28 70. Plaintiff and Class Members were required to travel to various Kids Care Dental

1 locations, however, Defendants did not compensate for mileage. For example, approximately
2 one-year into Plaintiff's employment, she was instructed to begin working at three different loca-
3 tions throughout the week (i.e., Sacramento, Rancho Cordova, and Folsom). This required Plain-
4 tiff to travel at least thirty (30) minutes to over one (1) hour each way to the other locations she
5 was initially not hired to work.

6 71. Plaintiff and Class Members were required to access and use Defendants' timekeep-
7 ing software through their own personal cell phones, as no physical timeclocks or other devices
8 were provided to employees to accomplish this.

9 72. However, Defendant failed to reimburse Plaintiff and Class Members for reasonable
10 costs associated with utilizing their personal cell phones for these work-related purposes. *See*
11 *Cochran*, supra, 228 Cal. App. 4th at 1144 ("We hold that when employees must use their personal
12 cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse
13 them. Whether the employees have cell phone plans with unlimited minutes or limited minutes,
14 the reimbursement owed is a reasonable percentage of their cell phone bills.").

15 73. By unlawfully failing to reimburse Plaintiff and Class Members, Defendants are li-
16 able for a reasonable portion of their incurred expenses, to be determined upon trial, plus rea-
17 sonable attorneys' fees and costs. Lab. Code § 2802.

18 **SIXTH CAUSE OF ACTION**

19 ***Labor Code §§ 226, 226.3, and 1174***

20 ***Failure to Maintain and Provide Complete and Accurate Wage Statements***

21 **(Plaintiff and Class Against Defendants)**

22 74. Plaintiff repeats and incorporates by reference all allegations contained in the pre-
23 ceding paragraphs as if fully set forth herein.

24 75. Labor Code § 226 requires employers to furnish employees with an accurate, item-
25 ized statement in writing showing, among other things, (1) gross wages earned; (2) total hours
26 worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net
27 wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name
28 of the employee and the last four digits of his or his social security number; (7) the name and

1 address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during
2 the pay period and the corresponding number of hours worked at each hourly rate by the em-
3 ployee.

4 76. At all times relevant to this complaint, Defendants' failure to pay minimum, regular,
5 and overtime rate wages for all hours worked, and premium pay for missed meal and/or rest
6 periods, ensured that Plaintiff's and Class Members' wage statements inaccurately reflected their
7 gross and net wages earned, the correct number of hours worked, and the applicable hourly rates
8 in effect for those missing hours.

9 77. Thus, Defendants have failed to keep accurate payroll records for Plaintiff and Class
10 Members in accordance with Labor Code § 1174.

11 78. Defendants' failure to keep and maintain payroll records accurately reflecting their
12 gross and net wages earned, number of hours worked, and applicable hourly rates has impeded
13 Plaintiff's and Class Members' ability to determine whether they were paid properly.

14 79. Injury. Defendants knowingly and intentionally failed to comply with Labor Code
15 § 226, causing injury and damage to Plaintiff and Class Members. Plaintiff and all those similarly
16 situated were injured by these failures because, among other things, they were confused about
17 whether they were paid properly and/or misinformed about how much compensation was owed
18 to them. These damages include, but are not limited to, costs incurred in calculating the correct
19 gross and net wages earned for each pay period and the amount of employment taxes that were
20 not paid to state and federal tax authorities.

21 80. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result
22 of not being provided with a complete and accurate itemized wage statement is entitled to recover
23 the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one
24 hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§
25 226(e) and (g), Class Members are further entitled to injunctive relief to ensure Defendants' com-
26 pliance with Labor Code § 226, as well as attorneys' fees and costs of suit.

1 **SEVENTH CAUSE OF ACTION**

2 ***Labor Code §§ 202, 203, 204, and 210***

3 ***Failure to Pay Wages When Due***

4 **(Plaintiff and Class Against Defendant)**

5 81. Plaintiff repeats and incorporates by reference all the allegations of this Complaint
6 as though fully set forth herein.

7 82. Labor Code § 202 provides, in relevant part, that:

8 If an employee not having a written contract for a definite period quits his or
9 her employment, his or her wages³ shall become due and payable not later
10 than 72 hours thereafter, unless the employee has given 72 hours previous
11 notice of his or her intention to quit, in which case the employee is entitled
12 to his or her wages at the time of quitting. Notwithstanding any other provi-
13 sion of law, an employee who quits without providing a 72-hour notice shall
be entitled to receive payment by mail if he or she so requests and designates
a mailing address. The date of the mailing shall constitute the date of pay-
ment for purposes of the requirement to provide payment within 72 hours of
quitting.

14 83. Labor Code § 203 provides:

15 If an employer willfully fails to pay, without abatement or reduction, in ac-
16 cordance with § 201, 201.5, 202, and 205.5, any wages of an employee who
17 is discharged or who quits, the wages of the employee shall continue as a
18 penalty from the due date thereof at the same rate until paid or until an ac-
tion therefor is commenced; but the wages shall not continue for more than
30 days.

19 84. Labor Code § 204 provides that all wages, other than those mentioned in Section
20 201 and 202, are due and payable twice during each calendar month, on days designated in ad-
21 vance by the employer as regular paydays.

22 85. Failure to Timely Pay Wages Due. As set forth above, as a result of deficient time-
23 keeping practices and meal and rest period policies, Defendants failed to timely pay minimum,
24 _____

25 ³ Labor Code § 200 defines “wages” as “all amounts for labor performed by employees of every
26 description, whether the amount is fixed or ascertained by the standard of time, task, piece, com-
27 mission basis, or other method of calculation.” “Labor” is defined as “labor, work, or service . . .
28 if the labor to be paid for is performed personally by the person demanding payment.” Addition-
ally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California Supreme
Court recently held that failure to pay premiums for violating the California Labor Code’s meal
and rest break provisions constitutes “wages” for purposes of waiting time penalties.

regular, and overtime rate wages, as well as meal and rest period premiums, upon regularly scheduled paydays.

86. Relief. Defendants' failure to pay Plaintiff and those Class Members wages on their regularly scheduled paydays subjects Defendants to civil penalties in the amount of \$100 per employee per initial violation and \$200 per employee for every subsequent violation of Labor Code § 204 pursuant to Labor Code § 210.

87. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the class period. As discussed above, Defendant knowingly failed to pay Plaintiff and Class Members all their earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay meal and/or rest period premiums and earned minimum, regular, and overtime rate wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

88. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment, violates Labor Code §§ 201 and 202. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

California Business & Professions Code §§ 17200, et seq.

Unlawful Business Practices

(Plaintiff and Class Against Defendants)

89. Plaintiff repeats and incorporates by reference all the allegations of this Complaint as though fully set forth herein.

90. Defendants are a "person" as defined by California Business & Professions Code § 17201, as it is a natural person, corporation, firm, partnership, joint stock company, and/or association.

91. Unlawful Business Practices. Defendants' knowing violations of provisions of the

1 Labor Code and IWC Wage Order No. 4-2001 constitute unlawful business practices as set forth
2 in Business & Professions Code § 17200, *et seq.*

3 92. Defendants' failure to abide by the laws discussed herein provided Defendants an
4 unfair advantage over its competitors at the expense of their workers. Instead, Defendants cut
5 corners in the name of higher profits and at the expense of employee well-being. Defendants'
6 actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Busi-
7 ness & Professions Code § 17200, *et seq.*

8 93. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to
9 stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defend-
10 ants acquired through the unfair, unlawful, and fraudulent business practices described herein.
11 In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of
12 Civil Procedure § 1021.5.

13 **DEMAND FOR JURY TRIAL**

14 Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on
15 all issues so triable.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff respectfully prays judgment as follows:

18 A. For an Order:

19 a. Certifying the Class;

20 b. Appointing Plaintiff as representative of the Class;

21 c. Appointing Plaintiff's counsel as Class Counsel;

22 B. For actual and liquidated damages according to proof at trial;

23 C. For statutory and civil penalties and special damages, according to proof at trial;

24 D. For pre- and post-judgment interest on monetary damages;

25 E. For preliminary and permanent injunctive relief;

26 F. For reasonable attorneys' fees and costs and expert fees and costs as allowed by law;

27 and

28 G. For such other relief as this Court deems just and proper.

1 Dated: November 14, 2025

Respectfully submitted,

2 **KING & SIEGEL LLP**

3
4 By: 
5 Elliot J. Siegel, Esq.
6 Melissa R. Rinehart, Esq.
7 Attorneys for Plaintiff and the Putative Class