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13 and on behalf of all other aggrieved employees

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 VERONIKA CASTRO, individually, and on
17 behalf of all other aggrieved employees,

18 Plaintiff,

19 v.

20 HERO DVO, LLC; and DOES 1 through 50,
21 inclusive,

22 Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/30/2026 3:57 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Ceballos, Deputy Clerk

Case No.: **26NWCV00373**

**REPRESENTATIVE COMPLAINT FOR
ENFORCEMENT OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
LABOR CODE §§ 2698, ET SEQ.:**

1 Plaintiff Veronika Castro (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this representative action against defendants Hero DVO, LLC and
5 DOES 1 through 50, inclusive (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf
6 of all other non-exempt employees currently or formerly employed by Defendants in California at
7 any time from November 25, 2024 to the present (“aggrieved employees”).

8 2. Plaintiff is informed and believes, and thereon alleges, that Defendants have
9 violated state wage and hour laws by, among other things:

- 10 (a) failing to pay all minimum, sick., and overtime wages;
- 11 (b) failing to provide meal periods or pay meal period premiums;
- 12 (c) failing to authorize or permit rest periods or pay rest period premiums;
- 13 (d) failing to provide accurate itemized wage statements; and
- 14 (e) failing to pay all wages due during employment and upon separation of
15 employment.

16 3. Plaintiff seeks monetary relief against Defendants on behalf of himself and all other
17 aggrieved employees to recover, among other things, unpaid wages, statutory penalties, unlawfully
18 deducted wages, benefits, interest, attorneys’ fees, costs and expenses, and penalties pursuant to
19 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194,
20 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

21 JURISDICTION AND VENUE

22 4. The penalties and other legal and equitable relief sought by Plaintiff exceed the
23 minimal jurisdictional limits of this Court and will be established according to proof at trial.

24 5. This Court has jurisdiction over this action pursuant to Article VI, § 10 of the
25 California Constitution, which grants the superior court “original jurisdiction in all other causes”
26 except those given by statute to other courts. The statutes under which this action is brought do not
27 specify any other basis for jurisdiction.

28 6. This Court has jurisdiction over all Defendants because, upon information and

1 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
2 and/or otherwise intentionally avail themselves of the California market so as to render the exercise
3 of jurisdiction over them by the California courts consistent with traditional notions of fair play
4 and substantial justice.

5 7. Venue is proper in this court because Defendants maintain offices, have agents,
6 employ individuals, and/or transact business in this county.

7 **THE PARTIES**

8 8. Plaintiff is a California citizen and was employed by Defendants in Huntington
9 Park, California as a non-exempt registered dental hygienist from approximately July 2024 to
10 approximately October 2025.

11 9. Defendants were and are subject to the Labor Code and IWC Wage Orders as
12 employers whose employees were and are engaged to work throughout this county and the State
13 of California.

14 10. Plaintiff is unaware of the true names or capacities of the Defendant sued herein
15 under the fictitious names DOES 1 through 50 but will amend the complaint and serve such
16 fictitiously named Defendants once their names and capacities become known.

17 11. Plaintiff is informed and believes and thereon alleges that each and all of the acts
18 and omissions alleged herein were performed by, or are attributable, to each Defendant acting as
19 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
20 other co-Defendants and within the course and scope of such agency, employment, joint venture,
21 or concerted activity with legal authority to act on the others' behalf.

22 12. Plaintiff is informed and believes and thereon alleges that during the relevant time
23 period, DOES 1 through 50 were the employers of Plaintiff and the other members of the class
24 within the meaning of all applicable state laws and statutes. Plaintiff is informed and believes and
25 thereon alleges that DOES 1 through 50 directly or indirectly controlled or affected the working
26 conditions, working hours, and conditions of employment of Plaintiff and the other aggrieved
27 employees so as to make each Defendant an employer liable under the statutory provision set forth
28 herein.

13. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff and the other aggrieved employees' employment, and to supervise their daily employment activities.

14. Plaintiff is informed and believes and thereon alleges that DOES 1 through 50 exercise sufficient authority over the terms and conditions of Plaintiff's and the other aggrieved employees' employment for them to be joint employers of Plaintiff and the other aggrieved employees.

GENERAL ALLEGATIONS

15. During the relevant time period, Defendants employed Plaintiff and aggrieved employees as non-exempt employees throughout California at Defendants' California business location(s).

16. During the relevant time period, Defendants knew that Plaintiff and aggrieved employees were entitled to compensation for all hours worked. However, Defendants failed to include nondiscretionary bonuses in the overtime and sick rate. Further, Defendants maintained a policy and practice of requiring Plaintiff and aggrieved employees to answer questions about their breaks after clocking out without pay. As a result, Defendants failed to pay Plaintiff and aggrieved employees for all minimum, sick, and overtime wages in violation of the Labor Code and applicable IWC Wage Order.

17. During the relevant time period, Defendants knew that Plaintiff and aggrieved employees were entitled to receive 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked or payment of meal period premiums at their regular rate of pay in lieu thereof. However, Defendants failed to provide Plaintiff and aggrieved employees with 30-minute, uninterrupted, duty-free meal periods for every 5 hours worked and failed to pay meal period premiums at their regular rate of pay in lieu thereof in violation of the Labor Code and applicable IWC Wage Order.

18. During the relevant time period, Defendants knew that Plaintiff and aggrieved employees were entitled to receive 10-minute, duty-free rest periods for every 4 hours worked or

1 major fraction thereof or payment of rest period premiums at their regular rate of pay in lieu
2 thereof. However, Defendants failed to permit Plaintiff and aggrieved employees to take 10-
3 minute, uninterrupted, duty-free rest periods for every 4 hours worked or major fraction thereof
4 and failed to pay rest period premiums at their regular rate of pay in lieu thereof in violation of the
5 Labor Code and applicable IWC Wage Order.

6 19. During the relevant time period, Defendants knew that Plaintiff and aggrieved
7 employees were entitled to reimburse for necessary expenditures. However, Defendants made it
8 necessary for Plaintiff and aggrieved employees to use their personal devices to clock in and out
9 on a mobile application, and Defendants failed to reimburse Plaintiff and aggrieved employees for
10 these expenses in violation of the Labor Code.

11 20. During the relevant time period, Defendants knew that Plaintiff and aggrieved
12 employees were entitled to itemized wage statements that accurately showed, *inter alia*, gross
13 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during
14 the pay period and the corresponding number of hours worked at each hourly rate.

15 21. During the relevant time period, Defendants knew that Plaintiff and aggrieved
16 employees were entitled to timely payment of wages due during employment and upon separation
17 of employment. In violation of the Labor Code, Plaintiff and aggrieved employees did not receive
18 payment of all wages within the required time periods.

19 22. During the relevant time period, Defendants knew they had a duty to compensate
20 Plaintiff and aggrieved employees, and Defendants had the financial ability to pay such
21 compensation but willfully, knowingly, and/or intentionally failed to do so in order to increase
22 Defendants' profits.

23 23. Therefore, Plaintiff brings this lawsuit against Defendants on Plaintiff's own behalf
24 and on behalf of all aggrieved employees to recover, among other things, attorneys' fees, civil
25 penalties, costs, and expenses.

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1 **FIRST CAUSE OF ACTION**

2 **ENFORCEMENT OF LABOR CODE §§ 2698, ET SEQ.**

3 (Private Attorneys General Act of 2004)

4 24. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 25. Labor Code § 2699(a) provides that notwithstanding any other provision of law, any
7 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
8 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
9 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
10 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
11 former employees against whom a violation of the same code provision was committed pursuant
12 to the procedures specified in Section 2699.3.

13 26. Labor Code § 2699(m) provides that civil penalties recovered by aggrieved
14 employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency
15 for enforcement of labor laws, including the administration of this part, and for education of
16 employers and employees about their rights and responsibilities under this code, to be continuously
17 appropriated to supplement and not supplant the funding to the agency for those purposes; and
18 35% to the aggrieved employees.

19 27. Plaintiff and all other non-exempt employees currently or formerly employed by
20 Defendants in California at any time from November 25, 2024 to the present are “aggrieved
21 employees” as defined in Labor Code § 2699(c).

22 28. Defendants’ conduct, as alleged herein, violates numerous Labor Code sections,
23 including the following:

- 24 (a) Failing to pay minimum, sick, and overtime wages to Plaintiff and other
25 aggrieved employees at the correct rate in violation of Labor Code §§ 246,
26 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198;
- 27 (b) Failing to provide compliant meal periods without paying Plaintiff and other
28 aggrieved employees meal period premiums for each day that lawful meal

periods were not provided in violation of Labor Code §§ 226.7 and 512;

(c) Failing to authorize and permit compliant rest breaks without paying Plaintiff and other aggrieved employees rest period premiums for each day that lawful rest periods were not authorized or permitted in violation of Labor Code § 226.7;

(d) Failing to provide accurate itemized wage statements in violation of Labor Code § 226;

(e) Failing to timely pay all wages due during Plaintiff's and other aggrieved employees' employment and at the end of their employment in violation of Labor Code §§ 201, 201.3, 202, 203, 204, and 210; and

(f) Failing to maintain accurate and complete records showing the hours worked each day by Plaintiff and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

29. Plaintiff personally suffered each of the Labor Code violations alleged in this lawsuit within the one-year period prior to his PAGA notice.

30. Plaintiff has exhausted the administrative requirements provided in Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on Plaintiff's own behalf and on behalf of all other aggrieved employees under PAGA.

31. Plaintiff is entitled to recover civil penalties pursuant to Labor Code §§ 210, 558, 1174.5, 1197.1, 2699, 2699.3, and 2699.5 for the Labor Code violations alleged herein.

32. Plaintiff is entitled to recover attorneys' fees pursuant to Labor Code §§ 210, 218.5, and 2699(g)(1).

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all other aggrieved employees, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties pursuant to PAGA;
2. For injunctive relief;
3. For reasonable attorneys' fees and costs of suit and interest, pursuant to Labor Code

1 §§ 210, 218.5, 2699(g)(1), and 2802; and

2 4. For such other relief as the Court deems just and proper.

3
4 Dated: January 29, 2026

ABRAMSON LABOR GROUP

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6 By: 

7 Fawn F. Bekam
8 Jacquelyn Silva
9 Desiree Ruiz Alfaro
10 Attorneys for Plaintiff Veronika Castro
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