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By _____, Deputy
23CV009232

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SACRAMENTO**

13 ANDREA WALKER, an aggrieved employee
14 and on behalf of other aggrieved employees;

15 Plaintiff,

16 vs.

17 PACIFIC DENTAL SERVICES, LLC, a
18 Delaware corporation; and DOES 1 through
19 50,

20 Defendants.

Case No.:

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
et seq.)**

21 Plaintiff ANDREA WALKER ("Plaintiff"), on behalf of herself as an aggrieved employee,
22 the State of California, and other aggrieved employees, hereby brings this Representative Action
23 Complaint ("Complaint") against Defendants PACIFIC DENTAL SERVICES, LLC, a Delaware
24 corporation, and DOES 1 to 50 inclusive (collectively "Defendants"), and on information and belief
25 alleges as follows:

26 **JURISDICTION AND VENUE**

27 1. Plaintiff brings this Complaint for recovery of civil penalties under the California
28 Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), for Defendants'
violations of the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders 4-2001 and
5-2001 (the "Wage Orders"), including Labor Code §§ 201-204, 210, 226, 226.7, 246, 256, 510,

1 512, 516, 558, 1174, 1194, 1197, 1197.1, and 1198. This Court has jurisdiction over Defendants'
2 violations of the Labor Code because the amount in controversy exceeds \$25,000.

3 2. Venue is proper in this judicial district because Defendants maintain offices, have
4 agents, and/or transact business in the State of California, including Sacramento County, and some
5 of the acts and omissions complained of herein occurred in Sacramento County. Furthermore,
6 Plaintiff was employed by Defendants within Sacramento County.

7 **PARTIES**

8 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
9 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
10 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
11 Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of
12 herein and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 210, 226, 226.7,
13 246, 256, 510, 512, 516, 558, 1174, 1194, 1197, 1197.1, 1198, and the Wage Orders.

14 4. Plaintiff is informed and believes, and based thereon alleges, that during the
15 applicable statute of limitations for each cause of action pled herein and continuing to the present,
16 Defendants engage in and continue to engage in business, and employed Plaintiff and other
17 aggrieved non-exempt employees within Sacramento County, and the State of California and,
18 therefore, were (and are) doing business in Sacramento County and the State of California.

19 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
20 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
21 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
22 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
23 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
24 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
25 and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful
26 employment practices, wrongs, injuries, and damages complained of herein.

27 6. At all times herein mentioned, each of said Defendants participated in the doing of
28 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,

1 Defendants, and each of them, were the agents, servants, and employees of each of the other
2 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
3 within the course and scope of said agency and employment.

4 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
6 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
7 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
8 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
9 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

10 8. At all times herein mentioned, Defendants, and each of them, were members of, and
11 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
12 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

13 9. At all times herein mentioned, the acts and omissions of various Defendants, and
14 each of them, concurred and contributed to the various acts and omissions of each and all of the
15 other Defendants in proximately causing the injuries and damages as herein alleged.

16 **FACTUAL ALLEGATIONS**

17 10. Defendants own and operate dental offices in the State of California. Plaintiff was
18 employed by Defendants as a non-exempt employee in the position of Special Dental Assistant
19 from approximately March 2020 to May 10, 2023.

20 11. Labor Code §§ 510, 1198, and the Wage Orders, § 3, which provide that non-exempt
21 employees are entitled to overtime wages at the regular rate of pay for all overtime hours worked.
22 During Plaintiff's employment with Defendants, Defendants' timekeeping and/or payroll policies
23 and practices resulted in Plaintiff and other non-exempt employees not being compensated for all
24 overtime hours actually worked. Plaintiff and other non-exempt employees regularly worked more
25 than eight hours in a workday or 40 hours in a workweek. However, Defendants failed to
26 incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of
27 pay. For example, for pay period ending October 15, 2022, Plaintiff earned \$10.45 in shift
28 differentials, but Defendants failed to incorporate the shift differential pay in Plaintiff's regular rate

1 of pay. As a result, Plaintiff and other non-exempt employees were not compensated for all earned
2 overtime wages.

3 12. Labor Code §§ 226.7, 512, and the Wage Orders, §§ 11 and 12 establish the right of
4 employees to be provided with compliant meal periods and authorized and permitted to take
5 compliant rest periods or be compensated premiums at the regular rate of compensation. However,
6 Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration into
7 the regular rate of compensation. For example, for pay period ending October 15, 2022, Plaintiff
8 earned \$10.45 in shift differentials, but Defendants failed to incorporate the shift differential pay in
9 Plaintiff's regular rate of compensation. As a result, Plaintiff and other non-exempt employees were
10 not compensated for all earned premium wages.

11 13. Upon information and belief, Defendants violated Labor Code § 246 by failing to
12 incorporate multiple rates of pay and/or all non-discretionary remuneration into the paid sick leave
13 pay rate.

14 14. Defendants, because of their failure to incorporate multiple rates of pay and/or all
15 non-discretionary remuneration into the regular rate of pay, regular rate of compensation, and paid
16 sick leave rate of pay, failed to furnish Plaintiff and other non-exempt employees with accurate and
17 complete, itemized wage statements that included, among other requirements, total gross wages
18 earned, all rates of pay and corresponding number of hours worked, and total net wages earned in
19 violation of Labor Code § 226.

20 15. Labor Code §§ 201 and 202 require an employer to pay all wages immediately at the
21 time of separation of employment in the event the employer discharges the employee or the
22 employee provides at least 72 hours of notice of their intent to quit. In the event the employee
23 provides less than 72 hours of notice of their intent to quit, said employee's wages become due and
24 payable not later than 72 hours upon said employee's last date of employment. As a further result of
25 Defendants' failure to pay all overtime wages, sick leave wages, and meal and rest period premium
26 wages, Defendants failed to timely pay all final wages to Plaintiff and other former non-exempt
27 employees upon their separation of employment from Defendants.

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16. On or about July 25, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that sixty-five (65) days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Against All Defendants)

17. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

18. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved Employees”), brings this representative action against Defendants to recover the civil penalties due to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for

1 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 2 a. Failing to pay Aggrieved Employees all earned overtime compensation in violation
3 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 4 b. Failing to provide all legally required meal periods, and failure to pay meal period
5 premium wages, to Aggrieved Employees at the regular rate of compensation in
6 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 7 c. Failing to authorize and permit all legally required rest periods, and failure to pay
8 rest period premium wages, to Aggrieved Employees at the regular rate of
9 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 10 d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
11 statements in violation of Labor Code § 226;
- 12 e. Failing to timely pay all final wages and compensation earned by Aggrieved
13 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 14 f. Failing to pay Aggrieved Employees all earned wages at least twice during each
15 calendar month in violation of Labor Code § 204; and
- 16 g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
17 of Labor Code §§ 1174 and 1198.

18 19. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
19 under California Labor Code § 2699(g).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
22 this suit is brought against Defendants, as follows:

- 23 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
24 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
25 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
26 pay each employee and \$200 for each subsequent violation or willful or intentional violation
27 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
28 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation

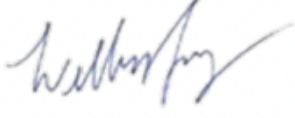
1 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
2 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
3 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
4 to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil
5 penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of
6 Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent
7 violation per employee per pay period for those violations of the Labor Code for which no civil
8 penalty is specifically provided;

9 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
10 2699(g) and Code of Civil Procedure § 1021.5; and

11 3. For such other and further relief, the Court may deem just and proper.
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13 DATED: September 27, 2023

JUSTICE FOR WORKERS, P.C.

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15 By: 

16 Young K. Park

17 William C. Sung

18 Attorneys for Plaintiff ANDREA WALKER
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