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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DESTINY GARCIA and TIARA PRICE,
individually and on behalf of all others similarly
situated,

Plaintiffs,

vs.

WESTERN DENTAL SERVICES, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: **26STCV04716**

CLASS ACTION COMPLAINT:

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Wages At Least Twice Per Calendar Month [Cal. Lab. Code §§ 204 and 210];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*].

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT.....	1
THE PARTIES	3
A. Plaintiffs	3
B. Defendants.....	3
ALLEGATIONS COMMON TO ALL CAUSES OF ACTION	4
CLASS ACTION ALLEGATIONS	7
FIRST CAUSE OF ACTION.....	11
SECOND CAUSE OF ACTION.....	12
THIRD CAUSE OF ACTION	13
FOURTH CAUSE OF ACTION.....	14
FIFTH CAUSE OF ACTION.....	15
SIXTH CAUSE OF ACTION.....	15
SEVENTH CAUSE OF ACTION.....	16
EIGHTH CAUSE OF ACTION.....	17
PRAYER FOR RELIEF.....	20
DEMAND FOR JURY TRIAL	24

1 Plaintiffs Destiny Garcia and Tiara Price (“Plaintiffs”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Western Dental Services, Inc. and
6 Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code (“Labor
7 Code”) violations and unfair business practices stemming from Defendants’ failure to pay
8 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to maintain accurate records of hours worked and meal
10 periods, failure to indemnify necessary business expenses, failure to timely pay wages at least
11 twice per calendar month, and failure to furnish accurate wage statements.

12 2. Plaintiffs bring the First through Eighth Causes of Action as individuals and as a
13 class action, on behalf of themselves and certain current and former employees of Defendants,
14 under the Labor Code and California Business and Professions Code. The Class consists of
15 Plaintiffs and all other persons who were classified as externs for any Defendant in California
16 during the applicable statute of limitations period (collectively referred to as the “Class” or “Class
17 Members” and defined more fully below).

18 3. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including Los Angeles County. For this reason, and
20 based upon all facts and circumstances incident to Defendants’ business in California, Defendants
21 are subject to the Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, and
22 California Business and Professions Code.

23 4. Notwithstanding, throughout the statutory period, Defendants maintained a
24 systematic, company-wide policy and practice of:

- 25 (a) Failing to pay externs for all hours worked, including all minimum and
26 overtime wages, in compliance with the Labor Code and IWC Wage Orders;
27
28

- 1 (b) Failing to provide externs with timely and duty-free meal periods; maintain
2 accurate records of all meal periods taken or missed; and pay an additional
3 hour's pay for each workday a meal period violation occurred, in compliance
4 with the Labor Code and IWC Wage Orders;
- 5 (c) Failing to authorize and permit externs to take timely and duty-free rest
6 periods and pay an additional hour's pay for each workday a rest period
7 violation occurred, in compliance with the Labor Code and IWC Wage
8 Orders;
- 9 (d) Failing to reimburse externs for necessary business expenses, in compliance
10 with the Labor Code and IWC Wage Orders;
- 11 (e) Failing to maintain accurate records of the hours that externs worked, in
12 compliance with the Labor Code and IWC Wage Orders;
- 13 (f) Failing to provide externs with accurate, itemized wage statements
14 containing all required information, in compliance with the Labor Code and
15 IWC Wage Orders; and
- 16 (g) Failing to pay externs all minimum, straight time, overtime wages; meal
17 period premium wages; and rest period premium wages at least twice per
18 calendar month.

19 5. On information and belief, Defendants, and each of them, were on actual and
20 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
21 unlawful policies. Defendants' violations, as alleged above, were willful and deliberate during all
22 relevant times herein.

23 6. On information and belief, Defendants were and are, during all relevant times
24 herein, legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions
25 as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Class.
26 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
27 herein under the doctrine of "respondeat superior."
28

1 **THE PARTIES**

2 **A. Plaintiffs**

3 7. Plaintiff Destiny Garcia (“Plaintiff Garcia”) is a California resident who worked for
4 Defendants in the County of San Joaquin, State of California. Defendants classified Plaintiff Garcia
5 as an extern from approximately December 2024 to March 2025. Plaintiff Tiara Price (“Plaintiff
6 Price”) is a California resident who worked for Defendants in the County of Sacramento, State of
7 California. Defendants classified Plaintiff Price as an extern from approximately March 2024 to
8 June 2024.

9 8. Plaintiffs reserve the right to seek leave to amend this complaint to add new
10 plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American*
11 *Savings and Loan Association*, (1971) 5 Cal.3d 864, 872, and other applicable law.

12 **B. Defendants**

13 9. Plaintiffs are informed and believe, and based upon that information and belief,
14 allege that Defendant Western Dental Services, Inc. is:

- 15 (a) A California corporation with its principal places of business in Los
16 Angeles, California;
- 17 (b) A business entity conducting business in numerous counties throughout the
18 State of California, including in Los Angeles County;
- 19 (c) The former employer of Plaintiffs; and
- 20 (d) The current and/or former employer of the putative Class that permitted
21 Plaintiffs and the Class to work and/or controlled their wages, hours, and/or
22 working conditions.

23 10. Plaintiffs do not currently know the true names or capacities of the persons or
24 entities sued herein as Does 1-10, inclusive, and therefore, sue said Defendants by such fictitious
25 names. Nonetheless, Plaintiffs are informed and believe, and based upon that information and
26 belief, allege that each Doe Defendant was at all times mentioned herein:

- 27 (a) In some manner, legally responsible for the damages suffered by Plaintiffs
28 and the Class as alleged herein. (Plaintiffs will amend this complaint to set

1 forth the true names and capacities of these Defendants when they have been
2 ascertained, together with appropriate charging allegations, as may be
3 necessary); and

4 (b) A resident of, doing business in, availed itself of the jurisdiction of, and/or
5 injured a significant number of the Class in the State of California.

6 11. Plaintiffs are informed and believe, and based upon that information and belief,
7 allege that at all relevant times, each Defendant directly or indirectly, or through agents or other
8 persons, employed Plaintiffs and the other employees described in the class definitions below, and
9 exercised control over their wages, hours, and working conditions.

10 12. Plaintiffs are informed and believe, and based upon that information and belief
11 allege, that at all relevant times, each Defendant was the principal, agent, partner, joint venturer,
12 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
13 interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with
14 some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships
15 to some or all of the other Defendants to be liable for their conduct with respect to the matters
16 alleged below.

17 13. Plaintiffs are informed and believe, and based upon that information and belief,
18 allege that each Defendant acted pursuant to and within the scope of the relationships alleged
19 above, that each Defendant knew or should have known about, and authorized, ratified, adopted,
20 approved, controlled, aided, and abetted the conduct of all other Defendants.

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 14. Plaintiffs are California residents who worked for Defendants in the Counties of San
23 Joaquin and Sacramento, State of California. During the above-approximated time periods,
24 Defendants misclassified Plaintiffs as externs when they should have classified Plaintiffs and the
25 Class as non-exempt, hourly employees. Plaintiffs were typically scheduled at least five days per
26 workweek and in excess of eight hours per workday.

27 15. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
28 worked (including regular and overtime hours), failed to provide Plaintiffs with Labor Code-

1 compliant meal periods, failed to authorize and permit Plaintiffs to take Labor Code-compliant rest
2 breaks, failed to indemnify Plaintiffs for necessary business expenses, failed to pay Plaintiffs at
3 least twice per calendar month, and failed to furnish accurate wage statements to Plaintiffs. As
4 discussed below, Plaintiffs' experience "externing" for Defendants was typical and illustrative.

5 16. Throughout the statutory period, Defendants have wrongly maintained a policy and
6 practice of not paying Plaintiffs and the Class for all, or any, hours worked, including all regular
7 and overtime hours. Defendants classified Plaintiffs and the Class as unpaid externs. However,
8 Plaintiffs and the Class, who externed with Defendants to get hands-on training as dental assistants,
9 typically performed cleaning tasks, such as sterilizing dental equipment and instruments, and
10 sanitizing rooms, to the primary benefit of Defendants, which Defendants would have otherwise
11 needed to hire employees to perform. Plaintiffs and the Class received little to no educational
12 benefit from externing with Defendants. For these reasons, Defendants should have classified
13 Plaintiffs and the Class as non-exempt, hourly employees and should have paid such employees for
14 all hours worked.

15 17. Throughout the statutory period, Defendants have wrongfully failed to provide
16 Plaintiffs and the Class with legally compliant meal periods. Defendants sometimes, but not
17 always, required Plaintiffs and the Class to work in excess of five consecutive hours a day without
18 providing a thirty-minute, continuous, uninterrupted, and/or duty-free meal period for every five
19 hours of work and/or without compensating Plaintiffs and the Class for meal periods that were not
20 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
21 adequately inform Plaintiffs and the Class of their right to take a meal period by the end of the fifth
22 hour of work, or, for shifts greater than ten hours, by the end of the tenth hour of work.
23 Accordingly, Defendants' policy and practice were not to provide meal periods to Plaintiffs and the
24 Class in compliance with California law.

25 18. Throughout the statutory period, Defendants have wrongfully failed to authorize and
26 permit Plaintiffs and the Class to take timely and duty-free rest breaks. Defendants sometimes, but
27 not always, required Plaintiffs and the Class to work in excess of four consecutive hours a day
28 without Defendants authorizing and permitting them to take a ten-minute, continuous,

1 uninterrupted, and/or off-duty rest break for every four hours of work (or major fraction of four
2 hours), or without compensating Plaintiffs and the Class for rest breaks that were not authorized or
3 permitted. Defendants also did not adequately inform Plaintiffs and the Class of their right to take
4 a rest break. Moreover, Defendants did not have adequate policies or practices permitting or
5 authorizing rest breaks for Plaintiffs and the Class, nor did Defendants have adequate policies or
6 practices regarding the timing of rest breaks. Defendants also did not have adequate policies or
7 practices to verify whether Plaintiffs and the Class were taking their required rest breaks. Further,
8 Defendants did not maintain accurate records of employee work periods, and therefore, Defendants
9 cannot demonstrate that Plaintiffs and the Class took rest breaks during the middle of each work
10 period. Accordingly, Defendants' policy and practice were not to authorize and permit Plaintiffs
11 and the Class to take rest periods in compliance with California law.

12 19. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
13 Class to pay expenses that they incurred in direct discharge of their duties for Defendants without
14 reimbursement. For example, Plaintiffs and the Class were required to use their own personal
15 cellular telephones for work purposes, without reimbursement. Also, Plaintiffs and the Class were
16 required to purchase specifically colored scrubs, without reimbursement.

17 20. Throughout the statutory period, Defendants willfully failed and refused to timely
18 pay Plaintiffs and the Class at the conclusion of their employment all wages for all minimum,
19 overtime, meal period premium, and rest period premium wages. Further, Defendants did not
20 timely pay Plaintiffs and the Class at least twice per calendar month.

21 21. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
22 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
23 and net wages earned (including correct hours worked, correct wages earned for hours worked,
24 correct overtime hours worked, correct wages for meal periods that were not provided in
25 accordance with California law, and/or correct wages for rest breaks that were not authorized and
26 permitted to take in accordance with California law). As a result of these violations of California
27 Labor Code section 226(a), Plaintiffs and the Class suffered injury because, among other things:
28

- 1 (a) The violations led them to believe that they were not entitled to be paid
2 minimum, overtime, meal period premium, and rest period premium wages
3 to which they were entitled, even though they were;
- 4 (b) The violations hindered them from determining the amounts of minimum,
5 overtime, meal period premium, and rest period premium owed to them;
- 6 (c) In connection with their employment before and during this action, and in
7 connection with prosecuting this action, the violations caused them to have
8 to perform mathematical computations to determine the amounts of wages
9 owed to them, computations they would not have to make if they received
10 wage statements containing the required accurate information; and
- 11 (d) The violations caused them to lose entitlement and/or accrual of the full
12 amount of Social Security, disability, unemployment, and other
13 governmental benefits.

14 Thus, Plaintiffs and the Class are owed the amounts provided for in Labor Code section
15 226(e), including actual damages.

16 **CLASS ACTION ALLEGATIONS**

17 22. Plaintiffs bring certain claims individually, as well as on behalf of each and all other
18 persons similarly situated, and thus, seek class certification under California Code of Civil
19 Procedure section 382.

20 23. All claims alleged herein arise under California law for which Plaintiffs seek relief
21 authorized by California law.

22 24. The proposed Class consists of and is defined as:

23 All persons who were classified as externs for Defendants in California at any time
24 during the period beginning four years before the filing of the initial complaint in
this action and ending when notice to the Class is sent.

25 25. At all material times, Plaintiffs were members of the Class.

26 26. Plaintiffs undertake this concerted activity to improve the wages and working
27 conditions of all Class Members.

28 27. There is a well-defined community of interest in the litigation, and the Class is

readily ascertainable:

- (a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiffs at this time, however, the Class is estimated to be greater than 100 individuals, and the identity of such membership is readily ascertainable by inspection of Defendants' records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no conflicts with or interests antagonistic to any Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
 - 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the

claims in the particular forum; and

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

28. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including, without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members twice each month;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code sections 17200 *et. seq.* as a result of their illegal conduct as described above.

29. This Court should permit this action to be maintained as a class action pursuant to

1 California Code of Civil Procedure section 382 because:

- 2 (a) The questions of law and fact common to the Class predominate over any
3 question affecting only individual members;
- 4 (b) A class action is superior to any other available method for the fair and
5 efficient adjudication of the claims of the members of the Class;
- 6 (c) The members of the Class are so numerous that it is impractical to bring all
7 members of the class before the Court;
- 8 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
9 effective and economic legal redress unless the action is maintained as a
10 class action;
- 11 (e) There is a community of interest in obtaining appropriate legal and equitable
12 relief for the statutory violations, and in obtaining adequate compensation
13 for the damages and injuries for which Defendants are responsible in an
14 amount sufficient to adequately compensate the members of the Class for the
15 injuries sustained;
- 16 (f) Without class certification, the prosecution of separate actions by individual
17 members of the class would create a risk of:
 - 18 1) Inconsistent or varying adjudications with respect to individual
19 members of the Class, which would establish incompatible standards
20 of conduct for Defendants; and/or
 - 21 2) Adjudications with respect to the individual members which would,
22 as a practical matter, be dispositive of the interests of other members
23 not parties to the adjudications, or would substantially impair or
24 impede their ability to protect their interests, including but not
25 limited to the potential for exhausting the funds available from those
26 parties who are, or may be, responsible Defendants; and,
- 27 (g) Defendants have acted or refused to act on grounds generally applicable to
28 the Class, thereby making final injunctive relief appropriate with respect to

1 the class as a whole.

2 30. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
3 the Class that would set forth the subject and nature of the instant action. Defendants' own
4 business records may be utilized in the preparation and issuance of the contemplated notices. To
5 the extent that any further notices may be required, Plaintiffs would contemplate the use of
6 additional techniques and forms commonly used in class actions, such as published notice, e-mail
7 notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the
8 Class and deemed necessary and/or appropriate by the Court.

9 **FIRST CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

11 31. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
12 1 through 21 in this Complaint.

13 32. "Hours worked" is the time during which an employee is subject to the control of an
14 employer, and includes all the time the employee is suffered or permitted to work, whether or not
15 required to do so.

16 33. At all relevant times herein mentioned, Defendants knowingly failed to pay to
17 Plaintiffs and the Class compensation for all hours they worked. By their failure to pay
18 compensation for each hour worked as alleged above, Defendants willfully violated the provisions
19 of Section 1194 of the Labor Code, and any additional applicable Wage Orders, which require such
20 compensation to non-exempt employees.

21 34. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for all
22 non-overtime hours worked for Defendants.

23 35. By and through the conduct described above, Plaintiffs and the Class have been
24 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

25 36. By virtue of the Defendants' unlawful failure to pay additional compensation to
26 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the Class
27 suffered, and will continue to suffer, damages in amounts which are presently unknown to
28

1 Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and which will
2 be ascertained according to proof at trial.

3 37. By failing to keep adequate time records required by California Labor Code section
4 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
5 compensation due Plaintiffs and the Class.

6 38. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
7 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
8 wages.

9 39. California Labor Code section 204 requires employers to provide employees with
10 all wages due and payable twice a month. Throughout the statute of limitations period applicable
11 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
12 required by law, including minimum wages. However, during all such times, Defendants
13 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
14 pay those wages twice a month.

15 40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
16 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code
17 sections 218.5, 218.6, and 1194(a).

18 **SECOND CAUSE OF ACTION**

19 **(Against All Defendants for Failure to Pay Overtime Wages)**

20 41. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
21 1 through 21 in this Complaint.

22 42. California Labor Code section 510 provides that employees in California shall not
23 be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
24 they receive additional compensation beyond their regular wages in amounts specified by law.

25 43. California Labor Code sections 1194 and 1198 provide that employees in California
26 shall not be employed more than eight hours in any workday unless they receive additional
27 compensation beyond their regular wages in amounts specified by law. Additionally, California
28 Labor Code section 1198 states that the employment of an employee for longer hours than those

fixed by the Industrial Welfare Commission is unlawful.

44. At all times relevant hereto, Plaintiffs and the Class have worked more than eight hours in a workday, as employees of Defendants.

45. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code sections 510 and 1198.

46. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

47. By failing to keep adequate time records required by Labor Code section 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and the Class.

48. Plaintiffs and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code and/or other statutes.

49. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all compensation due, in violation of California Labor Code section 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

50. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 21 in this Complaint.

1 51. Under California law, Defendants have an affirmative obligation to relieve the
2 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than the
3 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
4 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
5 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
6 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
7 violation of Section 226.7 of the California Labor Code for an employer to require any employee to
8 work during any meal period mandated under any Wage Order.

9 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
10 and the Class with both meal periods as required by California law. By their failure to permit and
11 authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the fact that
12 Defendants made it impossible or impracticable to take these uninterrupted meal periods),
13 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the
14 applicable Wage Orders.

15 53. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
16 additional wages for each workday he or she was not provided with all required meal period(s),
17 plus interest thereon.

18 **FOURTH CAUSE OF ACTION**

19 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

20 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
21 1 through 21 in this Complaint.

22 55. Defendants are required by California law to authorize and permit breaks of 10
23 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
24 two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the
25 employer permit and authorize all employees to take paid rest periods of 10 minutes each for each
26 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes,
27 the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
28 itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California

1 Labor Code for an employer to require any employee to work during any rest period mandated
2 under any Wage Order.

3 56. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
4 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday.
5 By their failure to permit and authorize Plaintiffs and the Class to take rest periods as alleged above
6 (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted
7 rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor
8 Code and the applicable Wage Orders.

9 57. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
10 premium wages rate for each workday they were not provided with all required rest break(s), plus
11 interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

14 58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
15 1 through 21 in this Complaint.

16 59. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing
17 to pay and indemnify the Plaintiffs and the Class for their necessary expenditures and losses
18 incurred in direct consequence of the discharge of their duties or of their obedience to directions of
19 Defendants.

20 60. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
21 expenses they paid, or which Defendants deducted from their wages.

22 61. Plaintiffs and the class they represent are entitled to attorney's fees, expenses, and
23 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
24 2802(b).

25 **SIXTH CAUSE OF ACTION**

26 **(Against all Defendants for Failure to Timely Pay Wages During Employment)**

27 62. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
28 1 through 21 in this Complaint.

63. At all material times set forth herein, California Labor Code section 204 requires that all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.

64. Within the applicable statute of limitations, Defendants failed, and continue to fail, to pay Class Members all wages earned and payable twice during each calendar month.

65. California Labor Code section 210 provides that if an employer fails to pay wages earned in accordance with section 204, then an initial violation triggers a penalty of one hundred dollars (\$100) for each failure to pay each employee, and each subsequent violation, or any willful or intentional violation, triggers a penalty of two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

66. Plaintiffs and the Class are entitled to recover from Defendants statutory penalties pursuant to California Labor Code section 210.

67. Pursuant to California Labor Code sections 218.5, 218.6, and 1194, Plaintiffs and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

68. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 21 in this Complaint.

69. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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

1 and the last four digits of his or her social security number or an employee identification number
2 other than a social security number, (8) the name and address of the legal entity that is the
3 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate by the employee.

5 70. Defendants have intentionally and willfully failed to provide employees with
6 complete and accurate wage statements. The deficiencies include, among other things, the failure
7 to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list the true
8 “total hours worked by the employee,” and the failure to list the true net wages earned.

9 71. As a result of Defendants’ violation of California Labor Code section 226(a),
10 Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

11 72. Specifically, Plaintiffs and the members of the Class have been injured by
12 Defendants’ intentional violation of California Labor Code section 226(a) because they were
13 denied both their legal right to receive, and their protected interest in receiving, accurate, itemized
14 wage statements under California Labor Code section 226(a).

15 73. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and
16 time-consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a
17 result of having to bring this action to attempt to obtain correct wage information following
18 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
19 laws and regulations.

20 74. Plaintiffs and the Class are entitled to recover from Defendants their actual damages
21 caused by Defendants’ failure to comply with California Labor Code section 226(a).

22 75. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of
23 attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code
24 section 226(h).

25 **EIGHTH CAUSE OF ACTION**

26 **(Against All Defendants for Violation of**

27 **California Business and Professions Code sections 17200, *et seq.*)**

76. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 21 in this Complaint.

77. Defendants, and each of them, are “persons” as defined under California Business & Professions Code section 17201.

78. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

79. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

80. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code sections 17200, *et seq.*

Failure to Pay Minimum Wages

81. Defendants’ failure to pay minimum wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et seq.*

Failure to Pay Overtime Wages

82. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code sections 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et seq.*

Failure to Maintain Accurate Records of All Hours Worked

83. Defendants’ failure to maintain accurate records of all hours worked in accordance with California Labor Code section 1174.5 and the IWC Wage Orders constitutes unlawful and/or

1 unfair activity prohibited by California Business & Professions Code sections 17200, *et seq.*

2 **Failure to Provide Meal Periods**

3 84. Defendants' failure to provide meal periods in accordance with California Labor
4 Code sections 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful
5 and/or unfair activity prohibited by California Business & Professions Code sections 17200, *et seq.*
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7 **Failure to Authorize and Permit Rest Periods**

8 85. Defendants' failure to authorize and permit rest periods in accordance with
9 California Labor Code section 226.7 and the IWC Wage Orders, as alleged above, constitutes
10 unlawful and/or unfair activity prohibited by Business and Professions Code sections 17200, *et seq.*

11 **Failure to Indemnify Necessary Business Expenses**

12 86. Defendants' failure to indemnify employees for necessary business expenses in
13 accordance with California Labor Code section 2802 and the IWC Wage Orders, as alleged above,
14 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code sections
15 17200, *et seq.*

16 **Failure to Provide Accurate Itemized Wage Statements**

17 87. Defendants' failure to provide accurate itemized wage statements in accordance
18 with California Labor Code section 226, as alleged above, constitutes unlawful and/or unfair
19 activity prohibited by California Business & Professions Code sections 17200, *et seq.*

20 88. By and through their unfair, unlawful and/or fraudulent business practices described
21 herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and
22 all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of
23 valuable rights and benefits guaranteed by law, all to their detriment.

24 89. Plaintiffs and the Class Members suffered monetary injury as a direct result of
25 Defendants' wrongful conduct.

26 90. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled
27 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
28 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived, by

means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

91. Plaintiffs, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

92. Plaintiffs, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful, and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

93. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings.

94. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiffs, individually, and on behalf of all others similarly situated, only with respect to the class claims, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third,

Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

2. That Plaintiffs be appointed as the representative of the Class; and

3. That counsel for Plaintiffs be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;

5. For general unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For general unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

1 17. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 18. For reasonable attorneys' fees under California Code of Civil Procedure section
4 1021.5, and for costs of suit incurred herein; and

5 19. For such other and further relief as the Court may deem equitable and appropriate.

6 As to the Fourth Cause of Action

7 20. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 226.7 and 512, and the IWC Wage Orders;

9 21. For unpaid rest period premium wages as may be appropriate;

10 22. For pre-judgment interest on any unpaid compensation commencing from the date
11 such amounts were due;

12 23. For reasonable attorneys' fees under California Code of Civil Procedure section
13 1021.5, and for costs of suit incurred herein; and

14 24. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Fifth Cause of Action

16 25. That the Court declare, adjudge and decree that Defendants violated Labor Code
17 section 2802 and the IWC Wage Orders;

18 26. For general unpaid wages and reimbursement of business expenses as may be
19 appropriate;

20 27. For pre-judgment interest on any unpaid compensation commencing from the date
21 such amounts were due;

22 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

23 29. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Sixth Cause of Action

25 30. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code section 204 by failing to timely pay all compensation owed during employment;

27 31. For statutory wage penalties pursuant to California Labor Code section 210 for
28 employees who did not receive timely wages pursuant to Labor Code section 204;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate

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As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record-keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

36. For penalties and actual damages pursuant to California Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h);

38. For reasonable attorneys' fees and for costs of suit incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code sections 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

1 44. For injunctive relief to ensure compliance with this section, pursuant to California
2 Business & Professions Code sections 17200, *et seq.*; and,

3 45. For such other and further relief as the Court may deem equitable and appropriate.

4 As to all Causes of Action

5 46. For any additional relief that the Court deems just and proper.

6
7 Dated: February 11, 2025

Respectfully submitted,

8 MOON LAW GROUP, P.C.

9
10 By: 

Kane Moon, Esq.
Allen Feghali, Esq.
Jacquelyne VanEmmerik, Esq.
Attorneys for Plaintiff

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13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

15
16 Dated: February 11, 2025

MOON LAW GROUP, P.C.

17
18 By: 

Kane Moon, Esq.
Allen Feghali, Esq.
Jacquelyne VanEmmerik, Esq.
Attorneys for Plaintiffs