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County of Sacramento
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and all similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

GARRETT LUM, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

JACOBSON DENTAL CORP, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 26CV009147

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Failure to Pay Minimum Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Failure to Reimburse Expenses**
- 8. Unfair Competition**
- 9. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Plaintiff GARRETT LUM ("Plaintiff"), on behalf of himself and all other similarly situated employees, hereby files this First Amended Complaint against Defendants JACOBSON DENTAL CORP, a California Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

1 **INTRODUCTION**

2 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
3 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, meal and rest period
4 violations, wage statement violations, waiting time penalties, failure to reimburse expenses, failure to
5 pay all sick leave wages owed, and unfair competition.

6 **JURISDICTION AND VENUE**

7 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
8 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
9 Labor Code, California Business and Professions Code, and Wage Order No. 4.

10 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
11 Defendants maintain business operations and offices in Sacramento County, wrongful acts and
12 violations of law asserted herein occurred within Sacramento County, and Defendant's obligation to pay
13 wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
14 Cal.3d 403, 414 (1984).

15 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
16 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
17 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
18 Plaintiff gave written notice via online submission to the LWDA on approximately April 10, 2026.
19 Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations
20 asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00
21 filing fee. The April 10, 2026, notice was also sent via certified mail to Defendants on the same day.
22 To date, the LWDA has not provided any response to Plaintiff's notice correspondence. Accordingly,
23 Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act
24 (“PAGA”) and may bring this action on behalf of himself and all similarly situated employees, *i.e.*
25 Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup.*
26 *Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Similarly situated employees include, but is not
27 limited to, the following: all employees who performed work for, or continue to perform work for,
28 Defendants in California as Dentists, Associate Doctors, orthodontists, and/or Anesthesiologists, or

1 similar job titles, and who were paid a daily rate, daily rate bonus, production percentage, commissions,
2 bonuses, and/or similar payments, at any time between April 10, 2025, to the present.

3 **PARTIES**

4 5. GARRETT LUM is an individual over the age of eighteen (18) and is a resident of the
5 State of California.

6 6. On information and belief, Plaintiff alleges JACOBSON DENTAL CORP is now and/or
7 at all times mentioned in this Complaint was a California Corporation and the owner and operator of an
8 industry, business and/or facility doing business in the State of California.

9 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
10 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
11 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
12 names and capacities of these DOE Defendants when they are ascertained.

13 8. At all times mentioned herein, each Defendants were the agent or employee of each of
14 the other Defendants and was acting within the course and scope of such agency or employment. The
15 Defendants are jointly and severally liable to Plaintiff.

16 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
17 were members of and/or engaged in a joint employment, joint venture, partnership and common
18 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
19 joint venture, partnership and common enterprise.

20 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
21 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

22 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
23 wrongs, complaints, injuries and/or damages alleged in this Complaint.

24 **CLASS ALLEGATIONS**

25 12. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all
26 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
27 The class which Plaintiff seeks to represent is composed of, and defined, as follows:
28

1 All employees who performed work for, or continue to perform work for,
2 Defendants in California as Dentists, Associate Dentists, Associate
3 Doctors, Orthodontists, and/or Anesthesiologists, or similar job titles, and
4 who were paid a daily rate, daily rate bonus, production percentage,
5 commissions, bonuses, and/or similar payments, from April 10, 2022, to
6 the present.

7 13. This action has been brought and may be properly maintained as a class action, pursuant
8 to the provision of California Code of Civil Procedure section 382, because there is a well-defined
9 community of interests in the litigation and the proposed class is easily ascertainable.

10 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
11 is impracticable under the circumstances of this case. While the exact number of class
12 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
13 Defendants have employed as many as fifty (50) individuals falling within the above
14 stated class definition throughout the State of California during the applicable statute of
15 limitations, who were subjected to the policies and practices outlined in this Complaint.
16 As such, joinder of all members of the putative class is not practicable.

17 (b) Common Questions Predominate: Common questions of law and fact exist as to all
18 members of the putative class and predominate over questions that affect only individual
19 members of the class. These common questions of law and fact include, without
20 limitation, the following:

- 21 (1) Whether Defendants violated the law by not paying employees for all hours
22 worked;
- 23 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
24 class members were not paid all minimum and overtime wages owed;
- 25 (3) Whether Defendants violated the law by misclassifying employees as salary
26 exempt which led to employees not being paid for overtime, and meal and rest
27 breaks;
- 28 (4) Whether Defendants paid Plaintiff and Similarly situated employees by the day
instead of by salary;

- 1 (5) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
2 class members were not authorized to take all meal and rest periods owed;
- 3 (6) Whether Defendants failed to reimburse Plaintiff and putative class members for
4 all necessary business expenses;
- 5 (7) Whether as a result of Defendants' policies and practices Plaintiff's and putative
6 class members received all wages, due and owing, at the time of their termination
7 or separation; and
- 8 (8) Whether Defendants provided Plaintiff's and putative class members with wage
9 statements that complied with Labor Code section 226.

10 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
11 class. The putative class also sustained damages arising out of Defendants' common
12 course of conduct in violation of the law as complained of herein. Plaintiff and all
13 members of the putative class were non-exempt employees and/or misclassified salaried
14 employees who were not paid salary but were paid by a daily rate, and who were not paid
15 minimum and overtime wages, meal and rest period premiums, and reimbursement of
16 expenses as a result of Defendants' policies and practices resulting in a failure to pay
17 overtime wages, failure to pay minimum wages, meal period violations, rest period
18 violations, failure of paying reimbursement expenses, and sick leave wages.
19 Additionally, Defendants issued Plaintiff and all members of the putative class wage
20 statements that did not comply with Labor Code section 226. As a result, Plaintiff and
21 each member of the putative class will have suffered the same type of harm and seek the
22 same type of recovery based on the same legal theories.

23 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
24 putative class. For all relevant times, Plaintiff resided in California and worked for
25 Defendants in California. Moreover, Plaintiff is an adequate representative of the
26 putative class as Plaintiff has no interests that are adverse to those of putative class
27 members. Additionally, Plaintiff has retained counsel who has substantial experience in
28 complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

14. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully set forth herein.

16. Within four (4) years prior to the filing of this notice, Plaintiff worked for Defendants as a Dentist until he was terminated on approximately September 30, 2025. Defendants classified Plaintiff and similarly situated employees as exempt employees even though they were not paid a salary. Instead of paying a true salary, Defendants paid Plaintiff and similarly situated employees a daily rate (sometimes referred to as a daily salary) plus a commission percentage (sometimes referred to as daily rate bonus, production percentage, commission, and/or bonus) based on production to the extent that amount was greater than the daily rate. The production percentage would vary depending on office location, e.g. 15%-20%. To the extent Plaintiff and similarly situated employees worked less than full time, either due to lack of scheduled patients or cancellations, Defendants adjusting schedules, or otherwise, the amount paid to Plaintiff and similarly situated employees would vary accordingly. There was no set weekly salary as the amounts paid always depended on the number of days worked and/or the

1 amount of production by Plaintiff and similarly situated employees. For example, during the time
2 Plaintiff was paid a daily rate of \$1,200 he would be paid \$3,600 a week if he worked three (3) days a
3 week and would be paid \$7,200 if he worked six (6) days a week. There was no regular, guaranteed
4 weekly amount received by Plaintiff and similarly situated employees. Thus, Plaintiff and similarly
5 situated employees were eligible for numerous wage and hour protections under the California Labor
6 Code, including, but not limited to, being paid at least the minimum wage for all hours worked,
7 overtime, meal and rest periods, and sick leave wages at their regular rate of pay.

8 17. To the extent Plaintiff and similarly situated employees ever used sick leave, the rate at
9 which they were paid bore no relationship to the daily rate or their effective hourly rate. Instead,
10 Defendants simply paid a lesser rate, *e.g.* \$50 per hour, when they should have paid at least \$150 per
11 hour (the daily rate divided by 8 hours) if not more to account for the production bonuses paid to
12 Plaintiff and similarly situated employees.

13 18. Plaintiff worked in many different locations, including but not limited to Lodi,
14 Sacramento, Modesto, and Vacaville. Plaintiff and similarly situated employees worked more than (8)
15 hours per day and more than forty (40) hours per week. Plaintiff and similarly situated employees did
16 not clock in and out and Defendants did not have a time keeping system to track their hours worked.
17 Plaintiff's and similarly situated employees were scheduled to work shifts that generally varied from
18 nine (9) to eleven (11) hours a day and between three (3) to six (6) days per week. Plaintiff and
19 similarly situated employees would generally report to work fifteen (15) to thirty (30) minutes prior to
20 the start of the scheduled shift to set up, review charts, and get ready for the day. Also, Plaintiff and
21 similarly situated employees would generally leave the office approximately fifteen (15) to twenty (20)
22 minutes after the end of their scheduled shifts once or twice per week because sometimes patients
23 weren't ready to leave. Plaintiff and similarly situated employees could not leave the office until all the
24 patients left. The daily rate paid by Defendants was not intended to compensate for more than an eight
25 (8) hour day. Thus, Defendants failed to pay Plaintiff and similarly situated employees for all hours
26 worked, including minimum wages and overtime.

27 19. Moreover, Defendants did not provide all uninterrupted compliant meal periods to
28 Plaintiff and similarly situated employees. Defendants scheduled patient visits back-to-back for Plaintiff

1 and similarly situated employees. As a result, Plaintiff and similarly situated employees were generally
2 unable to take any uninterrupted meal or rest periods unless there was a patient that cancelled their
3 appointment and the appointment was scheduled to overlap the lunch hour or the office was just not able
4 to fill the scheduled time. Most of the time, Plaintiff and similarly situated employees ate while working
5 to the extent this could be accomplished outside of the patients view or clinical area. Plaintiff estimates
6 that he took a meal period only once per week, but still usually after the fifth hour worked. Defendants
7 did not keep record of any meal periods for Plaintiff and similarly situated employees. Defendants did
8 not inform Plaintiff and similarly situated employees that they were entitled to a meal period for every
9 five (5) hours of work, or before the fifth hour of work. Also, Defendants did not provide a second meal
10 period to Plaintiff and similarly situated employees when they worked more than ten (10) hours per day.
11 Moreover, Plaintiff and similarly situated employees were unable to take rest periods every four (4)
12 hours or a fraction of thereof for similar reasons. Defendants did not pay Plaintiff and similarly situated
13 employees all meal and rest period premiums owed for missed meal and rest periods and did not
14 properly calculate the regular rate of pay for such premiums.

15 20. Plaintiff and similarly situated employees were required to utilize their personal cell
16 phones to communicate about work related issues. Plaintiff and similarly situated employees would use
17 their cell phones to communicate when they were on call rotation for emergency purposes, and also to
18 communicate with managers regarding work related issues, patients, etc. Plaintiff estimates that
19 approximately 30% of his cell phone use was for work purposes. Defendants did not reimburse Plaintiff
20 and similarly situated employees for the use of their personal cell phones for work purposes.

21 21. Defendants failed to provide Plaintiff and similarly situated employees with all their
22 earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and similarly
23 situated employees' actual hours worked when calculating the hourly entitlement to sick leave. As a
24 result of such policies and the failure to properly calculate the rate at which sick leave was to be paid,
25 Defendants failed to provide Plaintiff and similarly situated employees with all sick leave and sick leave
26 wages owed.

27 22. As a result of Defendant's failure to pay Plaintiff and similarly situated employees all
28 minimum wages, overtime wages, meal and rest period premiums owed, and sick leave wages, the wage

1 statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately
2 itemize all hours worked and, many times, did not state any amount of hours or days worked. The wage
3 statements also failed to accurately itemize any of the rates of pay (whether daily rates, production
4 commissions, or otherwise), the number of meal and rest period premiums owed, and the accurate gross
5 and net wages earned.

6 23. To date, Defendants have not paid Plaintiff and similarly situated employees all the
7 minimum wages, overtime wages, meal and rest period premiums, and sick leave wages owed.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**
10 **FAILURE TO PAY OVERTIME WAGES**
11 **(As to all Defendants)**

12 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully
13 set forth herein.

14 25. During the period Plaintiff was employed by Defendants, Defendants were required to
15 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
16 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
17 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 4, section (3)(A);*
18 Cal. Lab. Code §§ 510, 1194.

19 26. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
20 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
21 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
22 worked at their regular rate of pay.

23 27. Plaintiff and similarly situated employees were not exempt from overtime protections
24 employees under the California Wage Orders and Labor Code.

25 28. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full.
28

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

29. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully set forth herein.

30. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

31. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

32. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully set forth herein.

34. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

35. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

36. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

37. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

38. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

39. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as though fully set forth herein.

41. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

42. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

43. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

44. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully set forth herein.

47. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

48. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs regularly failed to state any amount for hours or days worked or any rate of pay at all. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked

1 due to Defendants' misclassification policies, timekeeping practices, meal and rest period policies and
2 practices that interrupted Plaintiffs and similarly situated employees during their meal and rest breaks,
3 and policies that resulted in off-the-clock work pre and post shifts. Plaintiff and similarly situated
4 employees were not able to promptly and easily determine their total hours worked from their paystubs
5 alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they
6 received all wages owed and were prevented from effectively challenging information on their wage
7 statements.

8 49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
9 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
10 the extent pertinent as if set forth here in full.

11 **SIXTH CAUSE OF ACTION**
12 **WAITING TIME PENALTIES**
(As to all Defendants)

13 50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully
14 set forth herein.

15 51. An employer must pay an employee who is terminated all unpaid wages immediately
16 upon termination. *See* Cal. Lab. Code § 201.

17 52. An employer must pay an employee who resigns all unpaid wages within seventy-two
18 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

19 53. Plaintiff and similarly situated employees did not receive all wages, including minimum
20 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
21 within the required time after their separation from employment.

22 54. An employer who willfully fails to pay an employee wages in accordance with California
23 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
24 days. *See* Cal. Lab. Code § 203.

25 55. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
26 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
27 and similarly situated employees were misclassified because they paid them a daily rate and not a salary,
28 Defendants knew that Plaintiff and similarly situated employees were working more than eight (8) hours

1 per day and over forty (40) hours per week and did not pay them overtime, Defendants also knew that
2 Plaintiff and similarly situated employees did not take their meal and rest breaks because Defendants
3 scheduled patient visits and did not leave enough time for Plaintiff and similarly situated employees to
4 take uninterrupted meal and rest periods. Such conduct shows Defendants had knowledge of earned, but
5 unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

6 56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
7 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
8 thirty (30) days for Defendants' failure to pay all wages due.

9
10 **SEVENTH CAUSE OF ACTION**
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

11 57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully
12 set forth herein.

13 58. California Labor Code section 2802(a) states that "An employer shall indemnify his or
14 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
15 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
16 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
17 unlawful."

18 59. Defendants required Plaintiff and similarly situated employees to use their personal cell
19 phones for work purposes but failed to reimburse them for such use. Plaintiff and similarly situated
20 employees would use their cell phones to communicate when they were on call rotation for emergency
21 purposes, and to communicate with managers regarding work related issues, patients, etc. Plaintiff
22 estimates that he used his cell phone for work purposes about 30% of the time. Defendants did not
23 reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work
24 purposes.

25 60. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
26 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
27 the extent pertinent as if set forth here in full.
28

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully set forth herein.

62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

63. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

64. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

65. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, 245 *et seq.*, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

66. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 65 as though fully set forth herein.

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

- 1 7. As to the Sixth Cause of Action:
- 2 a. For any initial violations, \$100 for each failure to pay each employee;
- 3 b. For each subsequent violation or any willful or intentional violations \$200 for
- 4 each failure to pay each employee, plus 25 percent of the amount unlawfully
- 5 withheld;
- 6 8. As to the Seventh Cause of Action:
- 7 a. An amount to be proven at trial;
- 8 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);
- 9 9. As to the Eighth Cause of Action:
- 10 a. Unpaid wages as proven at trial;
- 11 10. As to the Ninth Cause of Action:
- 12 a. For civil penalties as provided for in the Labor Code for each enumerated
- 13 violation;
- 14 b. For those Labor Code sections, the violation of which there is no civil penalty
- 15 provided, the default penalty provided in Labor Code section 2699(f): for any
- 16 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
- 17 period; For any subsequent violation, two hundred dollars (\$200) for each
- 18 aggrieved employee per pay period;
- 19 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and
- 20 d. For any other remedies as allowed by law and/or deemed appropriate by the
- 21 Court.
- 22 11. For such other and further relief as this Court may deem just and proper,
- 23 including, but not limited to:
- 24 a. Wages as proved at trial;
- 25 b. Injunctive and Declaratory relief;
- 26 c. Attorney's fees and costs as provided for by law; and
- 27 d. Interest.
- 28

1 Dated: August 4, 2026

Shimoda & Rodriguez Law, PC

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3 By: 
4 Galen T. Shimoda
5 Justin P. Rodriguez
6 Renald Konini
7 Attorneys for Plaintiff
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1 *Lum v. Jeffrey A. Saladin Company, Inc., et al.*
2 *Sacramento County Superior Court, Case No. 26CV009147*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On August 24, 2026, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Joseph Mulherin 11 Brian Casillas 12 Alexander Randolph 13 MCDERMOTT WILL & SCHULTE LLP 14 444 West Lake Street 15 Chicago, Illinois 60606 16 Telephone: (312) 899-7212 Email: mnelson@mcdermottlaw.com arandolph@mcdermottlaw.com jmulherin@mcdermottlaw.com bcasillas@mcdermottlaw.com mirisong@mcdermottlaw.com cdanglade@mcdermottlaw.com cwigul@mcdermottlaw.com mtorresmasferrer@mcdermottlaw.com	
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17 [] [By Mail] I am familiar with my employer's practice for the collection and
18 processing of correspondence for mailing with the United States Postal
19 Service and that each day's mail is deposited with the United States Postal
20 Service that same day in the ordinary course of business. On the date set
21 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Salt Lake City, Utah, addressed
as set forth above.

22 [] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

23 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
24 above. No error was reported by the e-mail service that I used.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to
26 be personally delivered via the following overnight courier service: UPS.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing
28 is true and correct, and that this declaration was executed on August 24, 2026, at Salt Lake City,
Utah.

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Shaniya Baird

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