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 on behalf of herself and others similarly situated

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

ALMA OROZCO MADERA, on behalf of  
 herself and others similarly situated,

Plaintiff,

vs.

D S PARK DENTAL CORP, a California  
 Corporation; SMILE DENTAL SERVICES,  
 INC., a California Corporation; ANTELOPE  
 VALLEY DENTAL GROUP, business entity  
 of unknown form; and DOES 1 through 50,  
 inclusive,

Defendants.

Case No.: 24STCV06682

**CLASS ACTION**

Assigned for All Purposes To:

Hon. Maren Nelson

Dept.: 17

**FIRST AMENDED CLASS ACTION  
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll Records Under Labor Code §§ 1174, 1174.5;
7. Penalties Pursuant to Labor Code § 203;
8. Violation of Business & Professions Code § 17200 *et seq.*; and
9. Penalties Pursuant to Labor Code § 2699, *et seq.*

**DEMAND FOR JURY TRIAL**

1. Plaintiff ALMA OROZCO MADERA, (hereinafter “Plaintiff”) on behalf of herself and all others similarly situated (collectively, “Employees”) complains of D S PARK DENTAL CORP; SMILE DENTAL SERVICES, INC.; and ANTELOPE VALLEY DENTAL GROUP, Defendants, and each of them, as follows:

## INTRODUCTION

2. Plaintiff brings this action on behalf of herself and all current and former Employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by D S PARK DENTAL CORP; SMILE DENTAL SERVICES, INC.; and ANTELOPE VALLEY DENTAL GROUP; and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

3. Plaintiff is a resident of California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California. Plaintiff and Employees worked for Defendants in Los Angeles County, and in other nonexempt positions, throughout California, and consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiff and Employees were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as Employees who served in similar and related positions.

4. Defendants required Plaintiff and Employees to perform work while remaining under Defendants' control while off the clock and during their meal breaks. Defendants thus failed to pay Plaintiff and Employees for all hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and Employees from learning of these unlawful pay practices.

1 Defendants also failed to provide Plaintiff and Employees with lawful meal and rest periods, as  
2 Plaintiff and Employees were not provided with the opportunity to take timely, uninterrupted, and  
3 duty-free meal and rest periods as required by the Labor Code.

## 4 **THE PARTIES**

### 5 **A. The Plaintiff**

6 5. Plaintiff ALMA OROZCO MADERA has resided in California and during the time  
7 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee  
8 within the State of California.

### 9 **B. The Defendants**

10 6. Defendant D S PARK DENTAL CORP (“PARK DENTAL”) is a California  
11 Corporation with its principal executive offices in Los Angeles, California, and has been listed as  
12 the employer on wage statements issued to Plaintiff during the relevant time period. PARK  
13 DENTAL lists an address in Palmdale, California with the California Secretary of State and  
14 employed Plaintiff and the Employees in Los Angeles County, including at Defendants’ offices  
15 and facilities in Palmdale, California, and throughout California. Defendants conduct business  
16 throughout California.

17 7. Defendant SMILE DENTAL SERVICES, INC. (“SMILE DENTAL”) is a  
18 California Corporation with its principal executive offices in Sherman Oaks, California, and has  
19 been listed as the employer on Plaintiff’s personnel file during the relevant time period. SMILE  
20 DENTAL lists an address in Sherman Oaks, California with the California Secretary of State and  
21 employed Plaintiff and the Employees in Los Angeles County, including at Defendants’ offices  
22 and facilities in Palmdale, California, and throughout California. Defendants conduct business  
23 throughout California.

24 8. Defendant ANTELOPE VALLEY DENTAL GROUP (“AV DENTAL”) is a  
25 business entity of unknown form doing business in Palmdale, California. AV DENTAL does not  
26 list an address with the California Secretary of State but employed Plaintiff and the Employees in  
27 Los Angeles County, including at Defendants’ offices and facilities in Palmdale, California, and  
28 throughout California. Defendants conduct business throughout California.

9. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

## JURISDICTION AND VENUE

11. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles County and Defendants maintain and operate company offices and facilities in Los Angeles County, and employ Plaintiff and other Class Members in Los Angeles County and throughout California.

/ / /

## FACTUAL BACKGROUND

12. The Employees who comprise the Class and Collective Action, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and Employees were not paid by Defendants for all hours worked and were not paid at the appropriate minimum, regular and overtime rates. Specifically, Employees were required to work “pre-shift” and “post-shift” without compensation by being required to boot up their computers prior to logging into the timekeeping system. Further, Plaintiff and Employees were not paid for all time worked while providing customer support and service prior to being permitted to clock in for their shifts due to Defendants’ timekeeping policies and practices. In addition, Plaintiff and Employees were required or suffered by Defendants to work while clocked out, including while clocked out for meal and rest periods. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing and failed to provide meal and rest breaks, all in violation of various provisions of the California Labor Code and applicable Wage Orders.

13. During the course of Plaintiff’s and Employees’ employment with Defendants, they were not paid all wages they were owed, including for all work performed and for all overtime hours worked, and were forced to work through or skip their meal and rest breaks to keep labor budgets low.

14. As a matter of Defendants’ uniform Company policy and practice, Plaintiff and the Class members were required to work during their meal and rest breaks which were not compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class members were also not paid regular wages and overtime for the time they were required to comply with other requirements imposed upon them, which they had to complete while working through their meal and rest breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for all such hours, including by being required to perform work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and

1 Employees worked substantial overtime hours during their employment with Defendants for  
2 which they were not compensated, in violation of the California Labor Code, applicable IWC  
3 Wage Orders.

4 15. As a result of the above-described daily work demands and pressures to continue  
5 working through breaks, and the other wage violations they endured at Defendants' hands,  
6 Plaintiff and Employees were not properly paid for all wages earned and for all wages owed to  
7 them by Defendants, including when working more than eight (8) hours in any given day and/or  
8 more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and  
9 practices, Plaintiff and Employees incurred overtime hours worked for which they were not  
10 adequately and completely compensated. To the extent applicable, Defendants also failed to pay  
11 Plaintiff and Employees at an overtime rate of 1.5 times the regular rate for the first eight hours of  
12 the seventh consecutive workday in a week and overtime payments at the rate of 2 times the  
13 regular rate for hours worked over eight (8) on the seventh consecutive workday, as required under  
14 the Labor Code, applicable IWC Wage Orders.

15 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and  
16 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff  
17 and Employees for all hours worked and failing to pay minimum wage for all time worked as  
18 required by California Law.

19 17. Additionally from at least four (4) years prior to the filing of this lawsuit and  
20 continuing to the present, Defendants had a consistent policy or practice of failing to pay Plaintiff  
21 and Employees overtime compensation at premium overtime rates for all hours worked in excess  
22 of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked  
23 in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding  
24 sections of IWC Wage Orders.

25 18. Additionally from at least four (4) years prior to the filing of this lawsuit and  
26 continuing to the present, Defendants have regularly required Plaintiff and Employees to work  
27 shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not  
28 less than thirty (30) minutes and shifts in excess of ten (10) hours without providing them with

1 second meal periods of not less than thirty minutes; nor did Defendants pay Employees “premium  
2 pay,” i.e. one hour of wages at each Employee’s effective regular rate of pay, for each meal period  
3 that Defendants failed to provide or deficiently provided.

4 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the  
5 present, Defendants have consistently failed to provide Plaintiff and Employees with paid rest  
6 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive  
7 hours or major fraction thereof; nor did Defendant pay Employees premium pay for each day on  
8 which requisite rest breaks were not provided or were deficiently provided at one hour of wages at  
9 each Employee’s effective regular rate of pay, for each rest period that Defendants failed to  
10 provide or deficiently provided.

11 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and  
12 continuing to the present, Defendants have consistently failed to provide Employees with timely,  
13 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

14 21. Additionally, from at least three (3) years prior to the filing of this lawsuit, and  
15 continuing to the present, Defendants have consistently failed to keep accurate time and wage  
16 records as required by California wage-and-hour laws.

17 22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing  
18 to the present, Defendants have had a consistent policy of failing to pay all wages due and owed to  
19 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as  
20 required by California wage-and-hour laws.

21 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor  
22 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,  
23 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*

24 24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff  
25 and Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants  
26 have enjoyed from their violations of Labor Code.

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## CLASS ALLEGATIONS

25. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants as non-exempt employees within the State of California at any time within four (4) years of the filing of this lawsuit.

26. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide timely unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

f. Subclass 6. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

g. Subclass 7. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination or separation.



1           h.       Subclass 8. UCL Subclass. All Class members who are owed restitution as a result  
2 of Defendants' business acts and practices, to the extent such acts and practices are found to be  
3 unlawful, deceptive, and/or unfair.

4           27.     Plaintiff reserves the right under California Rule of Court 3.765 to amend or  
5 modify the class description with greater particularity or further division into subclasses or  
6 limitation to particular issues.

7           28.     This action has been brought and may properly be maintained as a class action  
8 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community  
9 of interest in litigation and proposed class is easily ascertainable.

10           **A.       Numerosity**

11           29.     The potential members of the class as defined are so numerous that joinder of all  
12 the members of the class is impracticable. While the precise number of class members has not  
13 been determined at this time, Plaintiff is informed and believes that Defendants employ or, during  
14 the time period relevant to this lawsuit, employed more than 100 non-exempt individuals within  
15 the State of California.

16           30.     Accounting for employee turnover during the relevant time period increases this  
17 number substantially. Plaintiff alleges that Defendants' employment records will provide  
18 information as to the number and location of all class members.

19           **B.       Commonality**

20           31.     There are questions of law and fact common to the class that predominate over any  
21 questions affecting only individual class members. These common questions of law and fact  
22 include:

- 23           a.       Whether Defendants failed to pay Employees minimum wages;
- 24           b.       Whether Defendants failed to pay Employees wages for all hours worked;
- 25           c.       Whether Defendants failed to pay Employees overtime as required under Labor  
26 Code § 510;
- 27           d.       Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable  
28 IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay

1 in lieu thereof;

2 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage  
3 Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;

4 f. Whether Defendants violated Labor Code § 226(a);

5 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

6 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay  
7 wages and compensation due and owing at the time of termination or separation of employment;

8 i. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;

9 j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

10 k. Whether Employees are entitled to equitable relief pursuant to Business and  
11 Professions Code § 17200 *et seq.*

12 **C. Typicality**

13 32. The claims of the named plaintiff are typical of those of the other Employees.  
14 Employees all sustained injuries and damages arising out of and caused by Defendants' common  
15 course of conducts in violation of statutes, as well as regulations that have the force and effect of  
16 law, as alleged herein.

17 **D. Adequacy of Representation**

18 33. Plaintiff will fairly and adequately represent and protect the interest of Employees.  
19 Counsel who represents Employees are experienced and competent in litigating employment class  
20 actions.

21 **E. Superiority of Class Action**

22 34. A class action is superior to other available means for the fair and efficient  
23 adjudication of this controversy. Individual joinder of all Employees is not practicable, and  
24 questions of law and fact common to all employees predominate over any questions affecting only  
25 individual employees. Each employee has been damaged and is entitled to recovery by reason of  
26 Defendants' illegal policies or practices of failing to compensate Employees properly.

27 35. Class action treatment will allow those persons similarly situated to litigate their  
28 claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
6 full herein.

7 37. Defendants failed to pay Employees minimum wages for all hours worked.  
8 Defendants had a consistent policy of misstating Employees' time records and failing to pay  
9 Employees for all hours worked. Employees would work hours and not receive wages, including  
10 as alleged above in connection with working during meal breaks, and working "pre-shift" and  
11 "post-shift" without compensation by being required to boot up their computers prior to logging  
12 into the timekeeping system. Further, Plaintiff and Aggrieved Employees were not paid for all  
13 time worked while providing customer support and service prior to being permitted to clock in  
14 for their shifts due to Defendants' timekeeping policies and practices. Following, Defendants did  
15 not pay Plaintiff and Employees at the applicable minimum wage for all hours worked.  
16 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,  
17 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that  
18 denied accurate compensation to Plaintiff and the other members of the Class as to minimum  
19 wage pay.

20 38. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"  
21 states:

22 The minimum wage for employees fixed by the commission is the minimum  
23 wage to be paid to employees, and the payment of a less wage than the  
24 minimum so fixed is unlawful.

24 39. The applicable minimum wages fixed by the commission for work during the  
25 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are  
26 therefore entitled to double the minimum wage during the relevant period.

27 40. The minimum wage provisions of California Labor Code are enforceable by private  
28 civil action pursuant to California Labor Code § 1194(a) which states:

1 Notwithstanding any agreement to work for a lesser wage, any employee  
2 receiving less than the legal minimum wage or the legal overtime  
3 compensation applicable to the employee is entitled to recover in a civil  
4 action the unpaid balance of the full amount of this minimum wage or  
overtime compensation, including interest thereon, reasonable attorney's  
fees and costs of suit.

5 41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages  
6 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

7 42. California Labor Code § 1194.2 also provides for the following remedies:

8 In any action under Section 1194 . . . to recover wages because of the  
9 payment of a wage less than the minimum wages fixed by an order of the  
10 commission, an employee shall be entitled to recover liquidated damages in  
an amount equal to the wages unlawfully unpaid and interest thereon.

11 43. Defendants have the ability to pay minimum wages for all time worked and have  
12 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this  
13 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

14 44. Wherefore, Employees are entitled to recover the unpaid minimum wages  
15 (including double minimum wages), liquidated damages in an amount equal to the minimum  
16 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant  
17 to California Labor Code § 1194(a).

## 18 **SECOND CAUSE OF ACTION**

### 19 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

#### 20 **(Against All Defendants)**

21 45. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
22 full herein.

23 46. By their conduct, as set forth herein, Defendants violated California Labor Code §  
24 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:  
25 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a  
26 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked  
27 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours  
28 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight

1 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not  
2 paying Employees wages for all hours worked including time off the clock working “pre-shift”  
3 and “post-shift” without compensation by being required to boot up their computers prior to  
4 logging into the timekeeping system. Further, Plaintiff and Employees were not paid for all time  
5 worked while providing customer support and service prior to being permitted to clock in for  
6 their shifts due to Defendants’ timekeeping policies and practices. Additionally, Defendants had  
7 a consistent policy of failing to pay Employees for hours worked during alleged meal periods for  
8 which Employees were consistently denied. Employees regularly worked over 8 hours on a given  
9 day without receiving overtime compensation.

10 47. Defendants’ failure to pay compensation in a timely fashion also constituted a  
11 violation of California Labor Code § 204, which requires that all wages shall be paid  
12 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct  
13 violation of that provision of the California Labor Code, Defendants have failed to pay all wages  
14 and overtime compensation earned by Employees. Each such failure to make a timely payment of  
15 compensation to Employees constitutes a separate violation of California Labor Code § 204.

16 48. From four (4) years prior to the filing of this lawsuit to the present, in direct  
17 violation of that provision of the California Labor Code, Defendants have failed to pay all wages  
18 and overtime compensation earned by Employees. Each such failure to make a timely payment of  
19 compensation to Employees constitutes a separate violation of California Labor Code § 204.

20 49. Employees have been damaged by these violations of California Labor Code §§  
21 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

22 50. Consequently, pursuant to California Labor Code §§ 201.3, 204, 510, and 1194  
23 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to  
24 Employees for the full amount of all their unpaid wages and overtime compensation, with  
25 interest, plus their reasonable attorneys’ fees and costs.

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1 **THIRD CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 51. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
5 full herein.

6 52. Employees regularly worked shifts greater than five (5) hours and greater than ten  
7 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of  
8 more than five (5) hours without providing him or her with a meal period of not less than thirty  
9 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second  
10 meal period of not less than thirty (30) minutes.

11 53. Defendants failed to provide Employees with meal periods as required under the  
12 Labor Code. Due to Defendants' policies and practices, Employees were required to take meal  
13 periods after working beyond the five (5) hour shifts. During meal periods, Employees would be  
14 disrupted or interrupted by Defendants with work related requests and communications. Plaintiff  
15 and Employees were also, at times, not permitted to take full and complete thirty-minute meal  
16 periods, and otherwise took meal periods shorter than thirty minutes in length, due to the control  
17 and workload exercised upon Employees by Defendants. Furthermore, Employees were required  
18 to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty  
19 (30) minute meal period as required by law.

20 54. Moreover, Defendants failed to compensate Employees for each meal period not  
21 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and  
22 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an  
23 employee a meal period in accordance with this section, the employer shall pay the employee one  
24 hour of pay at the employee's regular rate of compensation for each workday that the meal period  
25 is not provided. Defendants failed to compensate Plaintiff and Employees for each meal period not  
26 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and  
27 20 of the applicable IWC Wage Order.

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55. Therefore, pursuant to Labor Code § 226.7, Plaintiff and Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective regular rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial. Plaintiff and Employees are also entitled to prejudgment interest for such damages.

**FOURTH CAUSE OF ACTION**  
**REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**  
**(Against All Defendants)**

56. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

57. Plaintiff and Employees consistently worked over three-and-one-half (3.5) hour and six (6) hour shifts. At times, Employees worked over ten (10) hours in a single workday. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift or major fraction thereof.

58. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hours of work, or major fraction thereof, when Employees worked over three-and-one-half (3.5) hours in a workday. In addition, when Plaintiff and Employees did receive the opportunity to take rest periods, Defendants did not permit Plaintiff and Employees to leave the work premises.

59. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their time.” Defendants did not allow Employees to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered [employees] by time and policy to a particular location” and therefore fails to relieve employees of all work duties and employer control during rest periods. *Augusts*, 2 Cal.5th at 269.

60. Moreover, Defendants failed to compensate Employees for each rest period not provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period in

1 accordance with this section, the employer shall pay the employee one hour of pay at the  
2 employee's regular rate of compensation for each workday that the rest period is not provided.  
3 Defendants failed to compensate Plaintiff and Employees for each rest period not provided or  
4 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage  
5 Order.

6 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in  
7 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day  
8 worked without the required rest breaks, a sum to be proven at trial. Plaintiff and Employees are  
9 also entitled to prejudgment interest for such damages.

10 **FIFTH CAUSE OF ACTION**  
11 **VIOLATION OF LABOR CODE § 226(a)**  
12 **(Against All Defendants)**

13 62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
14 full herein.

15 63. California Labor Code § 226(a) requires an employer to furnish each of his or her  
16 employees with an accurate, itemized statement in writing showing inclusive dates of the pay  
17 period, the gross and net earnings, total hours worked, and the corresponding number of hours  
18 worked at each hourly rate. In addition, Labor Code § 226(a) requires that the wage statement  
19 depict "the name and address of the legal entity that is the employer." These statements must be  
20 appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the  
21 employee's wages; or, if wages are paid by cash or personal check, these statements may be given  
22 to the employee separately from the payment of wages. In either case the employer must give the  
23 employee these statements twice a month or each time wages are paid.

24 64. Defendants failed to provide Employees with accurate itemized wage statements in  
25 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by  
26 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal  
27 periods and rest breaks, all of which Defendants knew or reasonably should have known were  
28 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were



1 confusing and required Employees to engage in discovery and refer to outside sources to verify  
2 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

3         65. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),  
4 Employees suffered injuries, including among other things confusion over whether they received  
5 all wages owed them, the difficulty and expense involved in reconstructing pay records, and  
6 forcing them to make mathematical computations to analyze whether the wages paid in fact  
7 compensated them correctly for all hours worked.

8         66. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover  
9 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
10 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not  
11 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an  
12 award of costs and reasonable attorneys' fees.

13         67. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a  
14 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for  
15 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each  
16 employee for each pay period.

17         68. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and  
18 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be  
19 shown according to proof. Plaintiff and Employees are also entitled to an award of costs and  
20 reasonable attorneys' fees.

21                                   **SIXTH CAUSE OF ACTION**

22                   **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**

23                                   **and 1174.5**

24                                   **(Against All Defendants)**

25         69. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
26 full herein.

27         70. California Labor Code § 1174 requires that all employers shall keep accurate time  
28 and wage records for all employees. California Labor Code § 1174.5 further requires that any

1 employee suffering injury due to a willful violation of the aforementioned obligations may seek  
2 damages, including civil penalties, from the employer.

3 71. During the course of Plaintiff's and Employees' employment, Defendants  
4 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as  
5 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,  
6 overtime, and premium pay as discussed above.

7 72. Defendants are also required by California Labor Code § 1198 and the applicable  
8 Wage Order to maintain a tracking system that accurately records the times at which Employees  
9 works.

10 73. Defendants have maintained a common unlawful policy and practice of failing to  
11 accurately record meal breaks. At all times relevant hereto, Defendants had maintained an  
12 unlawful uniform policy and practice of editing the time records entered by its Employees to  
13 change the actual meal break times recorded by the employee, in order to make it appear as though  
14 Defendants' Employees took timely and compliant meal breaks.

15 74. Defendants' failure to pay wages, as alleged above, was willful in that Defendants  
16 knew wages to be due but failed to pay them.

17 75. Accordingly, Defendants are liable for civil penalties pursuant to the California  
18 Labor Code including §§ 1174.5 for the three (3) years prior to the filing of this Complaint.

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE § 203**

21 **(Against All Defendants)**

22 76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
23 full herein.

24 77. Numerous Employees are no longer employed by Defendants; they either quit  
25 Defendants' employ or were fired therefrom.

26 78. Defendants failed to pay these Employees all wages due and certain at the time of  
27 termination or within seventy-two (72) hours of resignation.

28 ///

1           79.     The wages withheld from these Employees by Defendants remained due and owing  
2 for more than thirty (30) days from the date of separation of employment.

3           80.     Defendants' failure to pay wages, as alleged above, was willful in that Defendants  
4 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties  
5 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up  
6 to thirty (30) days from the date they were due. Plaintiff and Employees are also entitled to an  
7 award of costs and reasonable attorneys' fees.

8                                   **EIGHTH CAUSE OF ACTION**

9                                   **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

10                                   **(Against All Defendants)**

11           81.     Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
12 full herein.

13           82.     Plaintiff, on behalf of herself, Employees, and the general public, brings this claim  
14 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in  
15 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the  
16 general public. Plaintiff seeks to enforce important rights affecting the public interest within the  
17 meaning of Code of Civil Procedure § 1021.5.

18           83.     Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,  
19 has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,  
20 restitution, and other appropriate equitable relief.

21           84.     Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair  
22 business practices.

23           85.     Wage-and-hour laws express fundamental public policies. Paying employees their  
24 wages and overtime, providing them with meal and rest periods, etc., are fundamental public  
25 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously  
26 to enforce minimum labor standards, to ensure that employees are not required or permitted to  
27 work under substandard and unlawful conditions, and to protect law-abiding employers and their  
28 employees from competitors who lower costs to themselves by failing to comply with minimum

1 labor standards.

2 86. Defendants have violated statutes and public policies. Through the conduct alleged  
3 in this Complaint, Defendants have acted contrary to these public policies, have violated specific  
4 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in  
5 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,  
6 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges  
7 guaranteed to all employees under the law.

8 87. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in  
9 violation of the Business & Professions Code § 17200 *et seq.*

10 88. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and  
11 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable  
12 care should have known that their conduct was unlawful. Therefore, Defendants' conduct violates  
13 the Business & Professions Code § 17200 *et seq.*

14 89. As a proximate result of the above-mentioned acts of Defendants, Employees have  
15 been damaged, in a sum to be proven at trial.

16 90. Unless restrained by this Court, Defendants will continue to engage in such  
17 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court  
18 should make such orders or judgments, including the appointment of a receiver, as may be  
19 necessary to prevent the use by Defendants or their agents or employees of any unlawful or  
20 deceptive practice prohibited by the Business & Professions Code, including but not limited to the  
21 disgorgement of such profits as may be necessary to restore Employees to the money Defendants  
22 have unlawfully failed to pay.

23 **NINTH CAUSE OF ACTION**

24 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

25 **(Against All Defendants)**

26 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set  
27 forth in full herein.

28 ///

1           92.     Plaintiff and Employees are aggrieved employees as defined under Labor Code §  
2 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the  
3 alleged violators, Defendants.

4           93.           Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for  
5 Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and  
6 includes the penalty provisions, without limitation, based on the following California Labor Code  
7 sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,  
8 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*

9           94.     The penalties shall be allocated as follows: 75% to the Labor and Workforce  
10 Development Agency (LWDA) and 25% to the affected employee.

11           95.     Employees also seek any and all penalties and remedies set forth in Labor Code §  
12 558, which states:

13           (a)     Any employer or other person acting on behalf of an employer who  
14 violates, or causes to be violated, a section of this chapter or any provision  
15 regulating hours and days of work in any order of the Industrial Welfare  
16 Commission shall be subject to a civil penalty as follows: (1) For any initial  
17 violation, fifty dollars (\$50) for each underpaid employee for each pay  
18 period for which the employee was underpaid in addition to an amount  
19 sufficient to recover underpaid wages. (2) For each subsequent violation,  
20 one hundred dollars (\$100) for each underpaid employee for each pay  
21 period for which the employee was underpaid in addition to an amount  
22 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this  
23 section shall be paid to the affected employee.

24           (b)     If upon inspection or investigation the Labor Commissioner  
25 determines that a person had paid or caused to be paid a wage for overtime  
26 work in violation of any provision of this chapter, or any provision  
27 regulating hours and days of work in any order of the Industrial Welfare  
28 Commission, the Labor Commissioner may issue a citation. The procedures  
for issuing, contesting, and enforcing judgments for citations or civil  
penalties issued by the Labor Commissioner for a violation of this chapter  
shall be the same as those set out in Section 1197.1.

(c)     The civil penalties provided for in this section are in addition to any  
other civil or criminal penalty provided by law.

26           96.     Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of  
27 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)  
28 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee

1 for each violation in a subsequent citation, for which the employer fails to provide the employee a  
2 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the  
3 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

4 97. Plaintiff has exhausted his administrative remedy by sending a certified letter to the  
5 LWDA and Defendants postmarked on March 15, 2024. The LWDA has not provided notice of its  
6 intent to investigate the alleged violations within 65 calendar days of the postmark date of the  
7 letters.

### 8 **RELIEF REQUESTED**

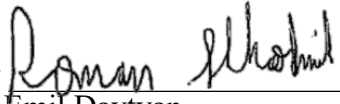
9 WHEREFORE, Plaintiff prays for the following relief:

- 10 1. For an order certifying this action as a class action;
- 11 2. An order that Plaintiff be appointed class representative;
- 12 3. An order that counsel for Plaintiff be appointed class counsel;
- 13 4. For compensatory damages in the amount of the unpaid minimum wages for work  
14 performed by Employees and unpaid overtime compensation from at least four (4) years prior to  
15 the filing of this action, as may be proven;
- 16 5. For liquidated damages in the amount equal to the unpaid minimum wage and  
17 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 18 6. For compensatory damages in the amount of the hourly wage made by Employees  
19 for each missed or deficient meal period where no premium pay was paid therefor from four (4)  
20 years prior to the filing of this action, as may be proven;
- 21 7. For compensatory damages in the amount of the hourly wage made by Employees  
22 for each day requisite rest breaks were not provided or were deficiently provided where no  
23 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may  
24 be proven;
- 25 8. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 26 9. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 27 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were  
28 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
14. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;
15. For all general, special, and incidental damages as may be proven;
16. For an award of pre-judgment and post-judgment interest;
17. For an award providing for the payment of the costs of this suit;
18. For an award of attorneys' fees; and
19. For such other and further relief as this Court may deem proper and just.

DATED: May 20, 2024

D.LAW, INC.

By   
Emil Davtyan  
David Yeremian  
Roman Shkodnik  
Robert Payaslyan  
Attorneys for Plaintiff ALMA OROZCO  
MADERA and the putative class

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DATED: May 20, 2024

By Roman Shkodnik  
Emil Davtyan  
David Yeremian  
Roman Shkodnik  
Robert Payaslyan  
Attorneys for Plaintiff ALMA OROZCO  
MADERA and the putative class



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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

**SMILE DENTAL SERVICES, INC.**  
David Park, Agent for Service of Process  
4141 Allott Avenue  
Sherman Oaks, CA 91423

**ANTELOPE VALLEY DENTAL GROUP**  
1037 East Palmdale Boulevard, Suite 203  
Palmdale, CA 93550

**[ ] (BY ELECTRONIC SERVICE)** I caused the document(s) described herein to be served on the person(s) noted above by electronic mail to their E-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. [Pursuant to Civil Code Procedure 1010.6]

Executed on May 20, 2024, at Glendale, California.

Natalia Bermudes  
Natalia Bermudes