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7 Attorneys for Plaintiff MARITZA ALEJANDRA MUNOZ,
individually and on behalf of all others similarly situated
8

9 **IN THE SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF BUTTE**

11 MARITZA ALEJANDRA MUNOZ,
12 individually and on behalf of all others similarly
situated,

Case No. **24CV03469**

COMPLAINT

13 Plaintiff(s),

1. Meal Break Violation
2. Rest Break Violation
3. Wage Statement Violation
4. Waiting Time Violation
5. Unfair Competition
6. PAGA Allegations
7. Failure to Prevent Harassment in Violation of FEHA
8. Wrongful Termination in Violation of Public Policy

14 v.

15
16 PACIFIC DENTAL SERVICES, LLC; and
DOES 1 through 100,

17 Defendant(s).
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21 **RELEVANT PARTIES**

22 1. Plaintiff MARITZA ALEJANDRA MUNOZ ("Plaintiff") is an adult resident Tehama
23 County, California, and was at all times relevant residing in Tehama County, California.

24 2. Defendant PACIFIC DENTAL SERVICES, LLC ("Defendant") is a California corporation
25 with its principal place of business located in Orange County, California. Defendant is registered to
26 and does conduct business in the State of California and is subject to the laws of the State of
27 California. All acts and omissions of Defendant employees as alleged herein occurred while they
28 were acting within the course and scope of their employment.

1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in Butte County because the acts and omissions that give rise to
11 Plaintiff’s claims took place in Butte County, and Defendants transact substantial business in this
12 County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in Butte County, California and Plaintiff suffered damages from such
15 conduct within Butte County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from September 2016 to April 2024.

19 8. Plaintiff worked as the Operations Manager of Chico Modern Dentistry—one of the
20 locations of Defendants.

21 9. Plaintiff worked for Dr. Romulo Calicdan, who was believed to be the owner dentist of the
22 clinic.

23 10. Defendants failed to provide Plaintiff with compliant meal breaks because Defendants
24 discouraged Plaintiff from taking meal breaks. Instead, Plaintiff is expected to finish all work-
25 related tasks without taking breaks. Despite not being provided with compliant meal breaks,
26 Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of pay.

27 11. Defendant failed to provide Plaintiff with compliant rest breaks Defendants would assign an
28 unrealistic workload and require that they be accomplished without taking breaks. Despite not being

1 provided with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at
2 Plaintiff's regular rate of pay.

3 12. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
4 underpaid Plaintiff's premium pay. Specifically, Defendants did not include all non-discretionary
5 pay that Plaintiff earned when calculating Plaintiff's regular rate of pay.

6 13. Defendants failed to provide Plaintiff with accurate wage statements because the wage
7 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
8 other things.

9 14. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
10 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
11 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

12 15. Around October 2022, Plaintiff went on maternity leave. Upon her return in February 2023,
13 Plaintiff observed issues regarding PPO contracted insurance fees.

14 16. Around May 2023, Plaintiff sent an email to Victoria Lu, an office manager in Sacramento,
15 regarding proper handling of insurance fees. On May 12, 2023, Plaintiff received information from
16 Victoria Lu regarding the proper procedure for honoring PPO contracted fees. Plaintiff presented
17 the email to Dr. Calicdan, who dismissed her concerns and snapped the paper from her hand.

18 17. Plaintiff reported to Defendants, through a regional manager named Maui, the improper
19 handling of PPO contracted fees and the incident that occurred between her and Dr. Calicdan. The
20 regional manager dismissed her concerns.

21 18. Throughout her employment, Plaintiff experienced a hostile work environment caused by
22 Dr. Calicdan's yelling at employees in the clinic, persistent work demands without provision for
23 breaks, discriminatory comments, and hostile attitude.

24 19. Specifically, Dr. Calicdan made discriminatory and harassing comments about transgender
25 and gay employees. Dr. Calicdan told Plaintiff not to send a transgender employee to do financial
26 arrangements because "patients are confused"—implying that the sexual orientation and/or gender
27 identity of an employee negatively affects patient relations.

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20. In addition to the above hostile comment regarding LGBTQ+ employees, Dr. Calicdan said
“if God made you a girl, you should be a girl, and if God made you a guy, you should be a guy.”

21. In another instance, Dr. Calicdan made a comment about an employee’s weight, saying it
was inconvenient because they couldn’t move easily in and out of rooms.

22. The harassment was unwelcome, severe, and pervasive and was all in response to her
complaining about PPO contracted fees and the incident that occurred between her and Dr.
Calicdan. It unreasonably interfered with Plaintiff’s work performance and altered the conditions of
her employment by creating an intimidating and offensive work environment.

23. On April 3, 2024, Plaintiff discussed with a new regional manager, Tanya Ruiz, the
workplace issues she witnessed and experienced. Defendants failed to take action on the reports and
complaints made.

24. On April 4, 2024, Plaintiff had another call with Tanya Ruiz where Plaintiff resigned from
her position due to intolerable working conditions and no action being taken in response to all of her
complaints against Dr. Calicdan. This amounted to constructive termination.

PAGA ALLEGATIONS

25. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
(“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
action brought by an aggrieved employee on behalf of himself or herself and other current or former
employees pursuant to the procedures outlined in Labor Code section 2699.3.

26. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
under PAGA after the following requirement have been met:

27. The aggrieved employee has provided written notice by online filing to the LWDA and by
certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
Labor Code alleged to have been violated, including the facts and theories to support the alleged
violations; and

28. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s

1 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
2 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
3 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
4 to any other penalties to which the employee may be entitled.

5 29. On June 24, 2024, Plaintiff provided written notice by online filing to the LWDA and by
6 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
7 by Defendants, including the facts and theories to support the alleged violations.

8 30. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
9 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
10 PAGA Penalties on behalf of all Aggrieved Employees.

11 31. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current
12 and former, who were employed by Defendants within one year prior to June 24, 2024, through
13 final disposition of this action."

14 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

15 32. On October 7, 2024, prior to initiating this complaint, Plaintiff filed with the California Civil
16 Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
17 Retaliation against Defendant. On October 7, 2024, the CCRD issued a Notice of Case Closure and
18 Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant in
19 order to enforce their rights under FEHA.

20 33. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
21 prerequisite to filing this action.

22 **FIRST CAUSE OF ACTION**

23 **Failure to Provide Compliant Meal Periods**

24 **By Plaintiff Against All Defendants**

25 34. Plaintiff incorporates by reference the paragraphs above.

26 35. Labor Code section 512 and the Wage Orders provide that "an employer shall not employ an
27 employee for a work period of more than five hours per day without providing the employee with a
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1 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
2 without providing the employee with a second meal period of not less than 30 minutes”.

3 36. An employer provides compliant meal breaks to its employees “if it relieves its employees
4 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
5 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
6 1004, 1040 (2012)).

7 37. Not only must an employer affirmatively relieve its employees of all duty during their meal
8 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
9 (*Brinker*, supra).

10 38. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

11 39. Specifically, Defendants would assign unreasonable workload to Plaintiff and discourage
12 her from taking breaks in order to accomplish all tasks assigned.

13 40. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
14 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
15 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
16 11 Cal. 5th 858 (2021)).

17 41. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
18 break was missed.

19 42. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
20 penalties, attorney fees, and costs.

21 **SECOND CAUSE OF ACTION**

22 **Failure to Provide Compliant Rest Periods**

23 **By Plaintiff Against All Defendants**

24 43. Plaintiff incorporates by reference the paragraphs above.

25 44. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
26 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
27 per four hours or major fraction thereof.

1 45. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
2 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
3 5th 257, 269 (2016)).

4 46. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

5 47. Specifically, Defendants would assign unreasonable workload to Plaintiff and discourage
6 her from taking breaks in order to accomplish all tasks assigned.

7 48. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
8 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
9 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
10 11 Cal. 5th 858 (2021)).

11 49. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
12 break was missed.

13 50. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
14 penalties, attorney fees, and costs.

15 **THIRD CAUSE OF ACTION**

16 **Wage Statement Penalties**

17 **By Plaintiff Against All Defendants**

18 51. Plaintiff incorporates by reference the paragraphs above.

19 52. Labor Code section 226(a) requires employers to provide itemized wage statements to its
20 employees that identify accurate information regarding their compensation. Defendants, as a matter
21 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
22 statements to Plaintiff in violation of Labor Code section 226(a).

23 53. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
24 and incomplete.

25 54. Defendants knowingly and intentionally issued wage statements that were inaccurate and
26 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
27 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

1 55. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **FOURTH CAUSE OF ACTION**

4 **Waiting Time Penalties**

5 **By Plaintiff Against All Defendants**

6 56. Plaintiff incorporates by reference the paragraphs above.

7 57. Labor Code sections 201 and 202 require that an employer provide an employee with all
8 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
9 employee's resignation.

10 58. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
12 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
13 thirty days.

14 59. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
15 conclusion of employment.

16 60. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
17 and costs.

18 **FIFTH CAUSE OF ACTION**

19 **Violation of Unfair Competition Law**

20 **By Plaintiff Against All Defendants**

21 61. Plaintiff incorporates by reference the paragraphs above.

22 62. Defendants' conduct described herein constitutes unfair competition.

23 63. Specifically, Defendants have gained an unfair advantage over other similarly situated
24 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
25 owed.

26 64. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
27 wrongfully withheld wages.

28 65. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **SIXTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 66. Plaintiff incorporates by reference the paragraphs above.

5 67. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 68. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 69. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 70. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 71. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
15 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
16 and 2699 apply.

17 72. With respect to violations of Labor Code section 203 for failure to pay all wages due to
18 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
19 Labor Code section 2699 apply.

20 73. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
21 to Labor Code section 2699(g).

22 **SEVENTH CAUSE OF ACTION**

23 **Violation of Government Code § 12940(j) – Failure to Prevent Harassment**

24 **By Plaintiff Against All Defendants**

25 74. Plaintiff incorporates by reference the paragraphs above.

26 75. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
27 force and effect and was binding upon Defendants and each of them.
28

1 76. Government Code § 12940(j) requires employers to take all reasonable steps to prevent
2 harassment from occurring.

3 77. Defendants created a hostile work environment where employee harassment based on sexual
4 orientation and medical condition is tolerated.

5 78. Specifically, Dr. Calicdan made discriminatory and harassing comments about transgender
6 and gay employees. Dr. Calicdan told Plaintiff not to send a transgender employee to do financial
7 arrangements because “patients are confused”—implying that the sexual orientation and/or gender
8 identity of an employee negatively affects patient relations.

9 79. In addition to the above hostile comment regarding LGBTQ+ employees, Dr. Calicdan said
10 ““if God made you a girl, you should be a girl, and if God made you a guy, you should be a guy.”

11 80. In another instance, Dr. Calicdan made a comment about an employee’s weight, saying it
12 was inconvenient because they couldn’t move easily in and out of rooms.

13 81. The harassment was unwelcome, severe, and pervasive. It unreasonably interfered with
14 Plaintiff’s work performance and altered the conditions of her employment by creating an
15 intimidating and offensive work environment.

16 82. The discriminatory and harassing conduct was reported and known to Defendants.

17 83. Defendants failed to take immediate and appropriate corrective action.

18 84. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
19 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
20 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
21 the award of punitive and exemplary damages in an amount to be determined at trial.

22 85. As a direct and proximate result of Defendants’ unlawful conduct, as set forth herein,
23 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
24 including recovery of attorney’s fees and costs of suit, pursuant to Government Code § 12965(b).

25 **EIGHTH CAUSE OF ACTION**

26 **Wrongful Termination in Violation of Public Policy**

27 **By Plaintiff Against All Defendants**

28 86. Plaintiff incorporates by reference the paragraphs above.

1 87. At all times mentioned in this complaint, it was a fundamental policy of the State of
2 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
3 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
4 engagement in protected activity.

5 88. Based on the actions described above, Plaintiff was forced to resign due to hostile work
6 environment.

7 89. Specifically, Plaintiff reported the improper handling of PPO contracted fees. When Plaintiff
8 confronted Defendants of the proper procedure for PPO contracted fees, Defendants slapped the
9 paper from her hand.

10 90. Defendants continued the existing improper practice of handling PPO contracted fees.

11 91. Since reporting the improper handling of PPO contracted fees, Defendants were hostile
12 towards Plaintiff.

13 92. The continued improper practices and hostile environment made it intolerable for Plaintiff to
14 continue working for Defendants.

15 93. Plaintiff was coerced to resign from her position.

16 94. Defendants actions were in violation of California Public Policy.

17 95. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
18 will continue to suffer damages, as stated below.

19
20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

22 **First Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code section 226.7
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

28 **Second Cause of Action**

- 1 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 2 2. Interest
- 3 3. Attorneys' fees
- 4 4. Costs
- 5 5. Other relief the court deems proper

6 Third Cause of Action

- 7 1. Penalties pursuant to Labor Code section 226
- 8 2. Attorneys' fees
- 9 3. Costs
- 10 4. Other relief the court deems proper

11 Fourth Cause of Action

- 12 1. Penalties pursuant to Labor Code section 203
- 13 2. Attorneys' fees
- 14 3. Costs
- 15 4. Other relief the court deems proper

16 Fifth Cause of Action

- 17 1. Restitution of all wrongfully withheld wages
- 18 2. Attorneys' fees
- 19 3. Costs
- 20 4. Other relief the court deems proper

21 Sixth Cause of Action

- 22 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 23 2. Attorneys' fees
- 24 3. Costs
- 25 4. Other relief the court deems proper

26 Seventh Cause of Action

- 27 1. Compensatory damages
- 28 2. Punitive damages

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MARITZA ALEJANDRA MUNOZ,

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