

Thomas M. Lee, State Bar No. 210599
LEE LAW OFFICES, APLC
3435 Wilshire Blvd Suite 2400
Los Angeles, California 90010
Telephone: (213) 251-5533
Facsimile: (213) 251-5534
Email: thomas@thomasmlee.com

Attorney for Plaintiff EULA HWANG

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL JUDICIAL DISTRICT**

EULA HWANG, an individual;

Plaintiff,

vs.

ANGEL DENTAL GROUP, INC., a
California Corporation; KENT KI SIK
HWANG, an individual; SANDY
HEEJUNG HWANG, an individual; and
DOES 1 through 100, inclusive

Defendants.

Case No. 24STCV13410

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1) FOR UNPAID OVERTIME WAGES;**
- 2) FOR STATUTORY PENALTY UNDER
LABOR CODE SECTION 203;**
- 3) FOR STATUTORY PENALTY UNDER
LABOR CODE SECTION 226;**
- 4) FOR ADDITIONAL WAGES UNDER
LABOR CODE SECTION 226.7;**
- 5) FOR VIOLATION OF LABOR CODE
SECTION 2802;**
- 6) FOR HARASSMENT AND RETALIATION
UNDER LABOR CODE SECTION 1102.5;**
- 7) FOR WRONGFUL TERMINATION OF
EMPLOYMENT IN VIOLATION OF
PUBLIC POLICY;**
- 8) FOR FAILURE TO PERMIT
INSPECTION OF PERSONNEL AND
PAYROLL RECORDS;**
- 9) FOR VIOLATION OF UNFAIR
COMPETITION LAWS;**
- 10) FOR PAGA CIVIL PENALTIES.**

Plaintiff EULA HWANG ("Plaintiff"), for counts and causes of action against Defendants, and each of them, alleges as follows:

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2. Plaintiff is informed and believes, and based thereon alleges that Defendant ANGEL

3. Plaintiff has sued DOES 1 through 100, by such fictitious names because Plaintiff is uncertain as to the names, identities, legal responsibilities and/or capacities of the DOE Defendants, and each of them. Plaintiff is informed and believes, and thereupon alleges that each of the Defendants designated herein as a DOE Defendant was and is responsible in some actionable manner for the events and incidents described in this complaint. Plaintiff is informed and believes, and thereupon alleges that each DOE Defendant is an employer of Plaintiff as a matter of law in that each DOE Defendant is a person who owns, controls and /or managed Defendants or is a person responsible for the wages, hours and working conditions of Plaintiff in connection with the employment alleged in this complaint. Plaintiff

1 will seek leave of court to amend this pleading when then true names, identities and capacities of said
2 DOE Defendants have been ascertained by Plaintiff. Whenever in this complaint reference is made to
3 “Defendants and each of them” such allegations shall be deemed to mean acts of Defendants acting
4 individually, jointly, or severally, or all or any combination of them.

5 4. Plaintiff is informed and believes, and thereupon alleges that there exists, and at all times
6 relevant to this complaint, there existed a unity of interest and ownership between the corporate
7 Defendants and the individual Defendants such that any individuality and separateness between said
8 individual Defendants have ceased. Plaintiff is further informed and believes, and thereupon alleges that
9 if the acts of the corporate Defendant entities are treated as those of the entities alone, an inequitable
10 result would follow. Plaintiff is informed and believes and thereon alleges that there exists, and at all
11 times mentioned existed, a unity of interest and ownership between the individual Defendants, DOES 1
12 through 100, and Defendants which are corporate Defendants, such that any individuality and separation
13 between the individual Defendants as alleged shareholders and the corporate Defendants have ceased
14 such that any individuality and separation between the individual Defendants as alleged shareholders
15 and the corporate Defendants are the alter egos of such the individual Defendants in that Plaintiff is
16 informed and believes and thereon alleges that Defendants are responsible for some or all of the
17 following acts and/or failures to act, among other things: (1) commingling of personal funds and other
18 assets of the individual Defendants and DOES 1 through 100, and the unauthorized diversion of
19 corporate funds or assets to other than corporate uses; (2) the treatment by the individual Defendants and
20 DOES 1 through 100 of the assets of the corporation(s) as their and/or their own; (3) the failure to
21 adequately capitalize the corporate Defendants and/or the total absence of corporate assets and under-
22 capitalization to adequately meet the corporate Defendants’ financial obligations; (4) the use of the
23 corporate Defendants as a mere shell, instrumentality, or conduit for a single venture or the businesses of
24 the individual Defendants and the other individual DOE Defendants; and (5) the contracting with
25 another with intent to avoid performance by use of the corporate Defendants as a corporate entity as a
26 shield against personal liability, and/or the use of the corporate Defendants as a corporate entity as a
27 subterfuge of illegal transactions, such as not giving to Plaintiff the appropriate number of uninterrupted
28 meal and rest periods each day of her employment, failing to pay Plaintiff all wages upon the

1 termination of her employment with each of the Defendants, and failing to post requisite notices at the
2 Defendants' and each of their places of businesses — all of these violations of the Labor Code and
3 regulations are criminal misdemeanors pursuant and subject to PAGA civil penalties pursuant to Labor
4 Code, sections 203, 226, 226.7, 215, 216, 225, 226.6, 512, 553, 1199, 1199.5, and 2802, *et seq.* Further,
5 the Defendants and each of them employ 5 or more employees within the state of California and are thus
6 employers within the meaning of the Fair Employment and Housing Act.

7 5. Plaintiff is informed and believes, and thereupon alleges that at all times mentioned in this
8 complaint, the Defendants, and each of them, including DOES 1 through 100, inclusive, were the agents,
9 servants, employees, joint ventures or co-conspirators of each co-defendant, and that each Defendant
10 was acting within the course, scope and authority of said agency, employment, joint venture, or
11 conspiracy, and that each Defendant, directly or indirectly, authorized, ratified and/or approved the acts
12 of the remaining Defendants.

13 6. On or about January 15, 2024 and continuing through to on or about April 6, 2024, Plaintiff
14 was an employee of each of the Defendants, and each of them, including DOES 1 through 100,
15 inclusive.

16 7. Plaintiff was, when hired by Defendants, and each of them, including DOES 1 through 100,
17 remained until the termination of her employment a non-exempt employee of Defendants and each of
18 them. Pursuant to Labor Code section 2699.3(a)(2)(C), Plaintiff file this First Amended Complaint as a
19 matter of right and without leave of Court to add a cause of action for PAGA civil penalties on behalf of
20 herself and all similarly aggrieved former and current employees of Defendants. As required by Labor
21 Code section 2699.3, a formal written notice and/or complaint to the Defendant employers and to the
22 California Labor Workforce and Development Agency was filed online on June 18, 2024 to the Labor
23 and Workforce Development Agency and notices of which were served by certified mail to the
24 Defendant employers. More than 65 days have elapsed since the postmark dates of the notices to the
25 LWDA and Defendant employers, and no notice from the LWDA has been received that it does not
26 intend to investigate the alleged violations. Accordingly, Plaintiff is entitled to add her cause of action
27 for recovery of civil penalties on behalf of herself and all similarly aggrieved former and current
28 employees of Defendants and each of them under Labor Code section 2699.3(a)(2)(A). The aggrieved

1 employees to be represented by Plaintiff include all natural persons who were employed by Defendants
2 in California to provide non-exempt services during the period from one year prior to the filing of the
3 Complaint to the date of the filing a motion for summary adjudication of the claims or trial of this case
4 in Court. Plaintiff seeks to recover the Labor Code civil penalties through a representative action
5 permitted by Labor Code section 2698 *et seq.* and by the California Supreme Court in *Arias v. Superior*
6 *Court* (2009) 46 Cal.4th 969. In addition, Plaintiff has filed timely charges against Defendants and each
7 of them with the California Civil Rights Department as to her allegations that the Defendants and each
8 of them violated various provisions of the Fair Employment and Housing Act. Plaintiff was issued a
9 right-to-sue letter (a copy of which is attached hereto as Exhibit 1), and therefore her administrative
10 remedies have been exhausted.

11 8. Plaintiff alleges that Defendants and each of them engaged in numerous unlawful activities in
12 violation of the Labor Code and the applicable Industrial Welfare Commission Order. Among other
13 things, Plaintiff alleges that Defendants and each of them failed to provide Plaintiff with: (1) proper
14 payment of wages due to her; (2) uninterrupted meal periods as required by law and regulation; (3)
15 uninterrupted rest and meal periods as required by law and regulation; and (4) complete written
16 statements to Plaintiff itemizing the precise number of regular and overtime hours she labored during
17 each pay period as well the applicable rate of pay for the regular and overtime hours labored in addition
18 to lawful deductions and other withholdings, as well as a full and complete itemization and calculation
19 of all wages earned, otherwise known as pay stubs. Plaintiff alleges that Defendants and each of them
20 failed to keep and maintain proper records regarding her employment, especially records which
21 accurately reflect the amounts of wages she earned and not paid to Plaintiff as well as regular and
22 overtime hours Plaintiff labored for Defendants and each of them. Plaintiff further alleges that
23 Defendants and each of them have falsified employment records, and other financial and tax-related
24 documents, for Plaintiff in an effort to disguise the true number of regular and overtime hours labored by
25 Plaintiff. Further, Plaintiff alleges that she was directly and/or indirectly harmed and have suffered
26 damages as a result of Defendants and each of their failures to provide such pay stubs during each pay
27 period in that, among other things, proper withholdings and employer contributions to various
28 government benefits have not been paid on the behalf of Plaintiff, and she is forced to incur attorney

1 fees and costs in the pursuit of this action.

2 **FIRST CAUSE OF ACTION**
3 **FOR UNPAID OVERTIME WAGES**
4 **(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)**

5 9. Plaintiff re-alleges and incorporates herein by this reference each of the preceding paragraphs.

6 10. Plaintiff became employed by Defendants, and each of them, as a non-exempt receptionist.
7 During her employment, Plaintiff's duties primarily involved manual labor. Plaintiff's job duties did not
8 include, and never primarily included, employment in an administrative, executive or professional
9 capacity. More particularly, Plaintiff was never primarily engaged in any work which was intellectual,
10 managerial or creative, and which required exercise of discretion and independent judgment. Plaintiff
11 further alleges that her employment was subject to all wage and hour laws and rules, including those
12 concerning overtime pay; and that Defendants, and each of them, misclassified Plaintiff as an exempt
13 receptionist; and that her wage, which never exceeded two times the minimum wage rate for full time
14 employment as required by the applicable Industrial Welfare Commission Wage Orders and Labor
15 Codes section 515, and other payments were inadequate to compensate her for all of the overtime hours
16 she worked. Accordingly, Plaintiff was, at all times relevant to this action, what is commonly called a
17 non-exempt employee.

18 11. Consistently, during her employment, Defendant, required and permitted Plaintiff to work
19 hours substantially in excess of 8 hours per day, and 40 hours per work week, and did not permit
20 Plaintiff to take her rest and meal breaks where she was completely relieved of all duties. Plaintiff
21 alleges that the Defendants and each of them, as Plaintiff's employers, subjected her to their control
22 during the overtime hours she worked and/or that the Defendants and each of them had actual or
23 constructive knowledge Plaintiff was working during the overtime hours.

24 12. Pursuant to the provisions of the California Labor Code, including Labor Code sections 510
25 and 515, and regulations adopted by the California Department of Industrial Relations, Plaintiff is
26 entitled to receive compensation for every hour worked, including but not limited to, the right to be paid
27 time and a half for hours worked over 8 in a day, the right to be paid time and a half for hours worked
28 over 40 during a week, the right to be paid double time for hours over 12 in a day, and the right to be

1 paid double time for hours worked over 8 after the sixth consecutive day of work. In violation of such
2 laws and regulations, Defendants failed to pay Plaintiff for all the overtime hours they worked at the
3 required premium rates. Plaintiff alleges that she regularly worked more than 8 hours a day, five days a
4 week, and more than 40 hours a week each and every week they worked for Defendant and each of
5 them.

6 13. Plaintiff was paid \$22.00 an hour and Defendants and each of them did not properly
7 compensate her for each and every overtime hour she labored each day and week she was employed by
8 the Defendants and each of them. Plaintiff alleges that she was regularly required to work more than 8
9 hours a day and more than 40 hours a week without being paid all applicable overtime wages that are
10 due and owing to her. Furthermore, the office manager, Claudia, whose last name is unknown,
11 (“Claudia”) would show up to work late and Plaintiff was forced to wait outside until Claudia opened
12 the door for her. Even though Plaintiff showed up to work on time, Plaintiff was not allowed to adjust
13 her clock in time, while Claudia adjusted her clock in time to make it seem like she clocked in on time.

14 14. Plaintiff estimates that the total amount of overtime wages pursuant to Labor Code sections
15 510 she earned but unpaid by Defendants and each them totals **\$2,000.00** and more precisely according
16 to proof at trial.

17 15. In addition, Plaintiff is entitled to interest, reasonable attorney’s fees, and costs of suit
18 pursuant to Labor Code, section 1194, which are hereby specifically demanded in an amount according
19 to proof.

20 **SECOND CAUSE OF ACTION**

21 **STATUTORY PENALTY UNDER LABOR CODE SECTION 203**

22 **(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)**

23 16. Plaintiff re-alleges and incorporates herein by this reference each of the preceding
24 paragraphs.

25 17. Pursuant to Labor Code Sections 201, 202, and 203, Plaintiff was entitled by law to receive
26 at the termination of her employment, all accrued, but unpaid wages. Plaintiff alleges that Defendants
27 and each of them wrongfully terminated her employment on April 6, 2024 with full knowledge that her
28 final paycheck was due and owing that very day. However, Defendants and each of them willfully

1 refused to pay Plaintiff her final paycheck despite her numerous complaints. Because Defendants, and
2 each of them, willfully, intentionally, and criminally failed to pay such wages, Plaintiff is entitled to the
3 penalty of continuing wages set forth in Labor Code Section 203 in an amount of which Plaintiff alleges
4 to exceed at least **\$5,280.00** (30 days x \$22.00/hour x 8 hours) and more precisely according to proof at
5 trial.

6 18. In addition, Plaintiff is entitled to interest, reasonable attorney's fees, and costs of suit
7 pursuant to Labor Code, section 1194, which are hereby specifically demanded in an amount according
8 to proof.

9 **THIRD CAUSE OF ACTION**

10 **FOR STATUTORY PENALTY UNDER LABOR CODE SECTION 226**

11 **(AGAINST ALL DEFENDANTS AND ROES 1 THROUGH 20)**

12 19. Plaintiff re-alleges and incorporates herein by this reference each of the preceding
13 paragraphs.

14 20. Defendants, as a matter of uniform policy and practice and procedure, did not maintain and
15 keep accurate wage records of their California employees, including that of Plaintiff, in violation of
16 Labor Code §226.

17 21. For example, as a matter of policy and practice, among the violations of Labor Code §226,
18 Defendants failed to keep accurate records of rates of pay, wages earned, net wages, overtime wages,
19 and hours worked at each rate of pay.

20 22. Plaintiff alleges that she has been damaged by the Defendants' failure to issue her proper
21 written itemizations of: (1) hours she labored each pay period; (2) overtime wages earned; and (3) lawful
22 deductions from her wages. Plaintiff further alleges that California law mandates that the Defendants
23 and each of them as employers maintain accurate records as listed in section 226 so that employees need
24 not engage in the discovery and mathematical calculations to analyze the very information that
25 California law requires. Accordingly, Plaintiff is entitled to the penalty set forth in Labor Code Section
26 226 in the approximate amount of **\$4,000.00**.

27 23. In addition, Plaintiff is entitled to interest, reasonable attorney's fees, and costs of suit
28 pursuant to Labor Code, sections 226 and 1194, which are hereby specifically demanded in an amount

1 according to proof.

2 **FOURTH CAUSE OF ACTION**

3 **FOR ADDITIONAL WAGES UNDER LABOR CODE SECTION 226.7**

4 **(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)**

5 24. Plaintiff re-alleges and incorporates herein by this reference each of the preceding
6 paragraphs.

7 25. Plaintiff was entitled by law and regulation to take one 30-minute meal period, wherein she
8 was to be completely relieved of all job duties, for every five hours labored. Further, Plaintiff was
9 entitled by law and regulation to take one 10-minute rest period, wherein she was to be completely
10 relieved of all job duties, for every four hours labored. Labor Code Section 226.7 entitles Plaintiff to an
11 additional one hour per day of pay she was not able to avail herself of her meal breaks, and an additional
12 one hour per day of pay she was not able to avail herself of her rest breaks each day of her employment
13 for Defendants and each of them, totaling in the amount of approximately **\$2,640.00** (\$22.00/hour X 2
14 hours X 5 days/week X 12 weeks) in additional wages, and more precisely according to proof at trial.

15 26. In addition, Plaintiff is entitled to reasonable attorney's fees and costs of suit, which are
16 hereby specifically demanded in an amount according to proof.

17 **FIFTH CAUSE OF ACTION**

18 **FOR VIOLATION OF LABOR CODE SECTION 2802**

19 **(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)**

20 27. Plaintiff re-alleges and incorporates herein by this reference each of the preceding
21 paragraphs.

22 28. This cause of action is brought pursuant to Labor Code section 2802 which provides that
23 employees are entitled to be indemnified for expenses and losses in discharging the duties of their
24 employers.

25 29. Plaintiff alleges that at all times relevant to this Complaint, she was employed by Defendants
26 and each of them as a non-exempt receptionist. During Plaintiff's employment for Defendants and each
27 of them, she was required to purchase her own uniforms and office supplies, which were not reimbursed
28 by Defendants and each of them.

1 30. Plaintiff alleges that Defendants' failure to reimburse her for these work-related expenses,
2 exceeding the amount of **\$500.00** and more precisely according to proof at trial, as described herein is
3 unlawful and creates an entitlement to recovery by her in a civil action, for the unpaid balance of the full
4 amount of damages owed, including interest thereon, penalties, attorney's fees, and costs of suit
5 according to the mandate of California Labor Code § 2802, et seq.

6 **SIXTH CAUSE OF ACTION**
7 **FOR HARASSMENT AND RETALIATION UNDER LABOR CODE SECTION 1102.5**
8 **(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)**

9 31. Plaintiff re-alleges and incorporates herein by this reference each of the preceding
10 paragraphs.

11 32. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was binding
12 on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from
13 discharging an employee or in any manner discriminating or retaliating against, or taking any adverse
14 action against, an employee because, among other things, the employee disclosed information to a
15 government or law enforcement agency, or to a person with authority over the employee or another
16 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the
17 employee has reasonable cause to believe that the information discloses a violation of state or federal
18 statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
19 whether disclosing the information is part of the employee's job duties. Pursuant to Labor Code
20 §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company
21 is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this
22 section.

23 33. Specifically, Plaintiff made repeated complaints about Claudia harassing her, Claudia
24 reducing her work hours to make her part time when she was hired for full time, Claudia accusing her of
25 giving wrong information to a patient, suffering from anxiety, and other violations of the Labor Code
26 committed by Defendants and each of them. Furthermore, Plaintiff alleges that she engaged in protected
27 conduct by repeatedly complaining to Defendants and each of them about not receiving paid sick leave
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1 for missing work due to her contracting COVID-19, uninterrupted meal and rest breaks, not receiving
2 her final paycheck on the day of her termination, among other criminal violations of the Labor Code by
3 Defendants. All of Plaintiff's complaints were not investigated by Defendants, and instead resulted in
4 their retaliatory termination of employment in violation of Labor Code section 1102.5.

5 34. Defendants subjected Plaintiff to the adverse employment action, including without
6 limitation, termination because of Plaintiff's complaints. Plaintiff's complaints of these violations were
7 the motivating and contributing factor for the adverse employment actions by Defendants and each of
8 them against Plaintiff.

9 35. In direct response to Plaintiff raising the aforementioned complaints, Defendants violated
10 Labor Code section 1102.5 by terminating Plaintiff's employment on April 6, 2024.

11 36. Said conduct violates Labor Code Labor Code §1102.5 and Labor Code §1102.6, and such
12 violations were a proximate cause in Plaintiff's damages as hereinabove stated.

13 37. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
14 **\$10,000.00** for Defendants' violations of Labor Code §1102.5.

15 38. Because the acts taken toward Plaintiff were carried out by managerial employees acting in a
16 deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in
17 order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
18 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

19 **SEVENTH CAUSE OF ACTION**

20 **FOR WRONGFUL TERMINATION OF EMPLOYMENT**

21 **IN VIOLATION OF PUBLIC POLICY**

22 **(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)**

23 39. Plaintiff re-alleges and incorporates herein by this reference each of the preceding
24 paragraphs.

25 40. At all relevant times mentioned in this complaint, Labor Code §§98.6 and 1102.5 were in
26 full force and effect and was binding upon Defendants and each of them. Labor Code §§98.6(a) and
27 1102.5 prohibit an employer from discharging or discriminating against an employee for political
28 activities; for complaining that he or she is owed unpaid wages, for whistleblowing; for assigning wage

1 claims to the Labor Commissioner resulting from demotion, suspension, or discharge for lawful conduct
2 occurring during nonworking hours away from employer's premises; for filing a complaint with the
3 Labor Commissioner or testifying in such proceedings; for initiating proceedings against the employer
4 to collect civil penalties under the "Labor Code Private Attorneys General Act;" and for exercising "any
5 rights afforded him or her" under the Labor Code. Thus, Sections 98.6 and 1102.5 prohibit an employer
6 from discharging or in any manner discriminating or retaliating against an employee who, among other
7 things, has exercised his or her rights under that Chapter, including the right to take meal breaks, and/or
8 made a written or oral complaint that he or she is owed unpaid wages. An employee who has been
9 discharged or retaliated against in violation of Labor Code §98.6 is entitled to recovery of a civil penalty
10 against the employer in an amount not exceeding ten thousand dollars (\$10,000.00) for each violation of
11 that section.

12 41. At all times mentioned in this complaint, it was a fundamental policy of the State of
13 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of age,
14 race, gender, sex, marital status, religion, disability, medical condition, real or perceived, use of medical
15 leave and/or engagement in protected activity.

16 42. Plaintiff engaged in protected activity when Plaintiff complained to Defendants about
17 Claudia harassing her, Claudia reducing her work hours to make her part time when she was hired for
18 full time, Claudia accusing her of giving wrong information to a patient, suffering from anxiety, asking
19 for paid sick leave, exercising her rights to take paid sick leave due to her contracting COVID-19, and
20 other violations of the Labor Code committed by Defendants and each of them.

21 43. Defendants' conduct, as alleged, also violated the FEHA, Cal. Govt. Code Sections 12900 et
22 seq. and Defendants committed unlawful employment practice(s), including, without limitation, by the
23 following, separate bases for liability: Retaliating against Plaintiff for seeking to exercise rights
24 guaranteed under the FEHA and/or opposing Defendants' failure to provide such rights, including,
25 without limitation, rights of reasonable accommodation, interactive process, leave rights, and/or the right
26 to be free of discrimination, in violation of Cal. Govt. Code Section 12940(h).

27 44. Plaintiff believes and thereon alleges that Plaintiff's engagement in this protected activity
28 was a factor in Defendants' conduct as alleged hereinabove.

1 45. Such discrimination and retaliation, resulting in the wrongful termination of Plaintiff's
2 employment on the basis of Plaintiff's engagement in protected activity, and/or some combination of
3 these factors, were a proximate cause in Plaintiff's damages as stated below.

4 46. The above said acts of Defendants constitute violations of the Government Code and the
5 public policy of the State of California embodied therein as set forth above. Defendants violated these
6 laws by discriminating and retaliating against Plaintiff and terminating Plaintiff's employment in
7 retaliation for exercise of protected rights.

8 47. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force and
9 effect and was binding upon Defendants and each of them. This law prohibits retaliation against
10 employees who complain about unpaid wages and/or attempt to exercise the rights under the Labor
11 Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of
12 individual employees and job applicants who could not otherwise afford to protect themselves from
13 violations of the Labor Code.

14 48. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force and
15 effect and was binding upon Defendants and each of them. This law prohibits retaliation against
16 employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a
17 government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's
18 broad public policy interest in encouraging workplace "whistleblowers," who may without fear of
19 retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether the
20 reporting is made to governmental agencies or to the employer itself, and irrespective of whether the
21 employee's suspicions are correct that the challenged conduct actually violates some law. Indeed, the
22 law in California is that an employee's good faith but mistaken belief in the illegality of her co-workers',
23 supervisor's, and employer's conduct is protected from employer retaliation in the whistleblowing
24 context.

25 49. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's engagement in
26 protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in Plaintiff's
27 damages as stated below.

28 50. As a proximate result of Defendants' wrongful termination of Plaintiffs' employment in

1 violation of fundamental public policies, Plaintiff has suffered and continues to suffer humiliation,
2 emotional distress, and mental and physical pain and anguish, damage in a sum according to proof.

3 51. As a result of Defendants' wrongful termination of Plaintiffs employment, Plaintiff has
4 suffered general and special damages in sums according to proof.

5 52. The foregoing conduct of Defendants individually, specifically including but not limited to
6 Defendants Kent Ki Sik Hwang and Sandy Heejung Hwang or by and through their officers, directors
7 and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff by ignoring
8 Plaintiff's complaints about their criminal violations of the Labor Code, and instead terminating her
9 employment with full knowledge of Plaintiff's numerous complaints of Defendants' and each of their
10 criminal activities as retaliation for her complaints. This conduct is despicable and was carried on by
11 Defendants Kent Ki Sik Hwang and Sandy Heejung Hwang with a willful and conscious disregard of the
12 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
13 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
14 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants

15 53. Defendants' wrongful termination of Plaintiff's employment was done intentionally, in a
16 fraudulent, malicious, oppressive manner; entitling Plaintiff to punitive damages.

17 54. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to
18 Code of Civil Procedure sections 1021.5 and 1032, et seq., Plaintiff is entitled to recover reasonable
19 attorneys' fees and costs in an amount according to proof.

20 **EIGHTH CAUSE OF ACTION**

21 **FOR FAILURE TO PERMIT INSPECTION OF PERSONNEL**
22 **AND PAYROLL RECORDS LABOR CODE SECTIONS 226 AND 1198.5**
23 **(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)**

24 55. Plaintiff re-alleges and incorporates herein by this reference each of the preceding
25 paragraphs.

26 56. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request
27 thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's
28 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

1 57. Labor Code §226 requires an employer, within twenty-one (21) days of a written request
2 thereof, to allow inspection or to provide a copy of an employee's personnel and payroll records. An
3 employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

4 58. On April 10, 2024, Plaintiff made a written request to inspect or receive a copy of Plaintiff's
5 personnel and payroll records from Defendants, which Defendants received.

6 59. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and
7 payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff
8 within the time required by Labor Code §1198.5, or ever.

9 60. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5, Plaintiff
10 is entitled to recover from Defendants a civil penalty of \$750.00.

11 61. As a result of Defendants' failure and refusal to comply with Labor Code §226(f), Plaintiff is
12 entitled to recover from Defendants a civil penalty of \$750.00.

13 62. Pursuant to Labor Code §§1198.5(l) and 226(h), Plaintiff requests a reasonable award of
14 attorneys' fees and costs.

15 **NINTH CAUSE OF ACTION**

16 **FOR VIOLATION OF UNFAIR COMPETITION LAWS**

17 **(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)**

18 63. Plaintiff re-alleges and incorporates herein by this reference each of the preceding
19 paragraphs.

20 64. Under California Business & Profession Code, Section 17200, and related statutory
21 provisions, Defendants, and each of them, are objected to refrain from engaging in unfair and illegal
22 business practices, including the unfair and illegal business practices of failing to comply with
23 applicable wage and hour laws of the State of California. More specifically, as employers in the State of
24 California, Defendants, and each of them, are required to comply with the provisions in the Labor Code
25 and California Code of Regulations governing the payment of overtime wages as well as proper record
26 keeping of the hours labored by their employees. Plaintiff alleges that throughout her employment for
27 Defendants and continuing through to the present time, Defendants, and each of them, intentionally
28 violated and continue to violate these laws and regulations to gain an unfair and illegal advantage over

1 their law-abiding competitors. In committing the acts alleged herein throughout her employment for
2 each of the Defendants and continuing through to the present time, Defendants, and each of them, have
3 done so, and continue to do such acts intentionally violating and continuing to criminally violate the
4 various provision of the Labor Code and regulations, such as: (1) failing to pay Plaintiff the required
5 wages and without giving to Plaintiff the appropriate number of uninterrupted meal and rest periods
6 each day of her employment; (2) failing to provide Plaintiff written itemized statements detailing the
7 precise number of hours labored each pay period and the rate of pay for each of those hours in addition
8 to an itemization of all lawful deductions and of all sales generated for the proper calculation and
9 payment of overtime wages due and owing to their employees; (3) failing to maintain proper
10 employment records for Plaintiff as required by the Labor Code and regulations; (4) failing to pay
11 Plaintiff all unpaid wages upon the termination of her employment with each of the Defendants; and (5)
12 failing to post notices at the Defendants' and each of their places of business in Plaintiff's native
13 languages as required by the Labor Code, among other things. Each of these violations of the Labor
14 Code and regulations by Defendants and each of them are criminal misdemeanors pursuant to Labor
15 Code, sections 215, 216, 225, 226.6, 553, 1199, 1199.5, 2751, and 2802. Such unlawful conduct has
16 directly caused injury and loss of money to Plaintiff in that she was forced to work for without being
17 paid the correct amount of wages and without receiving the appropriate number of uninterrupted meal
18 and rest periods each day of her employment for Defendants and each of them. Further, such unlawful
19 conduct continues to cause injury to Plaintiff in that she was deprived of all wages that are properly due
20 to her and is forced to incur costs and attorneys' fees, which Plaintiff seeks to recover under Labor Code
21 sections 226 and 1194, in bringing this action.

22 65. Defendants, and each of them, at all times relevant to this action, have employed in addition
23 to Plaintiff and continue to employ numerous non-exempt employees who have worked, and who are
24 believed to continue to work without being paid the applicable wages. Plaintiff is informed, and
25 believes, and thereupon alleges, that Defendants, and each of them, have engaged in the unfair and
26 illegal business practices of consistently, and knowingly, requiring or permitting their employees to
27 work without paying applicable wages as required by law. Specifically, Defendants have:

28 (A) Engaged in a pattern and practice of failing to pay its employees all earned wages

known by Defendants, and each of them, to be due and owing;

(B) Engaged in a pattern and practice of classifying to non-exempt employees as exempt from the overtime laws of the State of California;

(C) Engaged in a pattern and practice of improperly calculating the monies owed to their employees; and

(D) Engaged in a pattern and practice of failing to keep accurate records of the precise hours and days worked by all employees at Defendants' businesses.

66. Defendants, and each of them, pursuant to such unlawful, unfair, deceptive, criminal, fraudulent practices, have enriched themselves at the expense of innocent victims, including, but not limited to, Plaintiff and other employees of Defendants, and have gained an unfair competition advantage over law-abiding employers. Defendants, and each of them, should therefore be ordered to restore to their employees, and each of them, all compensation improperly withheld from their employees in addition to statutory penalties and interest.

67. Plaintiff is informed and believes and thereupon alleges that Defendants will, unless restrained, continue to fail to pay back wages owing their employees, and continue to refuse to pay for all hours worked by their employees. Such conduct, unless restrained, will cause irreparable damage to the public, the employees of Defendants, and Plaintiff, the exact nature, and amount of which, is impossible to ascertain. Plaintiff has no speedy, plain or adequate remedy at law, thereby justifying a temporary restraining order, preliminary injunction and permanent injunction against the conduct of Defendants.

68. Plaintiff requests, in addition, that a receiver be appointed to control and monitor all of the business affairs of Defendants, and each of them, to ensure compliance with applicable wage and hour laws of the State of California, and to ensure that full restitution is made to all of Defendants employees found to be owed unpaid compensation in addition to statutory penalties and interest.

TENTH CAUSE OF ACTION

FOR PAGA CIVIL PENALTIES

(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

69. Plaintiff re-alleges and incorporates herein by this reference each of the preceding

1 paragraphs.

2 70. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
3 Defendants, on behalf of herself other current or former similarly aggrieved employees, seeking
4 statutory civil penalties for Defendants' violations of the California Labor Code.

5 71. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
6 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
7 pleaded in this Complaint.

8 72. As required by Labor Code section 2699.3, a formal written notice and/or complaint
9 regarding Plaintiff's claims, individually and on behalf of all similarly aggrieved former and current
10 employees against Defendants was filed online on June 18, 2024 to the Labor and Workforce
11 Development Agency and mailed to the Defendant employers. Attached as Exhibit 2 is written
12 confirmation from the LWDA of Plaintiff's submission and payment of the \$75.00 filing fee.:

- 13 A. Defendants and each of them violated Labor Code sections 510 and 1194 by failing to
14 pay all wages due to Plaintiff and all aggrieved employees. Thus, Plaintiff and all
15 aggrieved employees are entitled to their unpaid hourly wages pursuant to Labor Code
16 section 510 and 1194.
- 17 B. Defendants and each of them violated Labor Code section 201 by failing to pay Plaintiff
18 and the aggrieved employees all final wages owing and due in a timely fashion at the end
19 of their employment. As such, Defendants and each of them must pay waiting time
20 penalties pursuant to Labor Code section 203 in addition to the associated civil penalties.
- 21 C. Defendants and each of them violated Labor Code section 226 by failing to provide
22 itemized wage statements containing all required information and by failing to maintain
23 and keep accurate records of their employees. Specifically, Defendants and each of them
24 failed to keep accurate records of rates of pay, wages earned, net wages, overtime rates of
25 pay, and hours worked at each rate of pay. Furthermore, the paystubs issued to Plaintiff
26 and all aggrieved employees do not state the employee's last four digits of his or her
27 social security number, the name of the employer, and the address of the employer.
- 28 D. Defendants and each of them violated Labor Code section 2802 by requiring Plaintiff and

all aggrieved employees to incur work-related expenses, such as purchasing uniforms and office supplies, among other things, in order to carry out their work duties, without any reimbursement of such costs.

E. Defendants and each of them have violated Labor Code section 2810.5 by refusing to provide mandated Notices to Employees stating in writing their identity and contact information, the employees' wage information, the company worker compensation carrier information, as well as the employees' right to paid sick leave as provided for by the Los Angeles Municipal Code and by statute.

F. Defendants and each of them violated Labor Code sections 226, 432, and 1198.5 by failing to timely provide Plaintiff with a full and complete copy of her personnel file, wage and hour records, and copies of all agreements she signed, as well as all of her job performance evaluations.

G. Defendants and each of their pattern and practice of violating the mandates of the Labor Code span over many years. In addition, Plaintiff and all aggrieved employees were not reimbursed for all of their employment related expenses as Defendants and each of them do not have any written policies about this. Plaintiff and all aggrieved employees did not receive any type of training concerning prevention of sexual harassment at the workplace. In addition, Plaintiff and all aggrieved employees do not know where the mandatory posters concerning workers compensations, equal pay, minimum wages and meal / rest breaks were or the applicable IWC Wage Orders are posted. Plaintiff was not issued any Notice to Employee as required by Labor Code section 2810.5.

73. Plaintiff is informed and believes, thereon alleges that the Defendant Employers employed approximately 16 similarly aggrieved employee at all times relevant to this cause of action.

74. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

75. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties for \$100.00 for each aggrieved employee per pay

period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§226.3, 226.7, 512, and 558. Plaintiff alleges and estimates that the PAGA penalties which may be assessed against Defendants are as follows:

Civil Penalties for section 201:

16 employees X \$100 (initial) = \$ 1,600.00

16 employees X \$200 (subsequent) X 26 pay periods = \$ 83,200.00

Civil Penalties for section 226.3:

16 employees X \$250 (initial) X 26 pay periods = \$104,000.00

16 employees X \$1,000 (subsequent) X 26 pay periods = \$416,000.00

Civil Penalties for section 510:

16 employees X \$100 (initial) = \$ 1,600.00

16 employees X \$200 (subsequent) X 26 pay periods = \$ 83,200.00

Civil Penalties for section 512:

16 employees X \$100 (initial) = \$ 1,600.00

16 employees X \$200 (subsequent) X 26 pay periods = \$ 83,200.00

Civil Penalties for section 558:

16 employees X \$100 (initial) = \$ 1,600.00

16 employees X \$200 (subsequent) X 26 pay periods = \$ 83,200.00

Civil Penalties for section 2810.5:

16 employees X \$100 (initial) = \$ 1,600.00

16 employees X \$200 (subsequent) X 26 pay periods = \$ 83,200.00

Total PAGA Civil Penalties: **\$944,000.00**

76. Plaintiff may also seek these penalties on behalf of herself and these same penalties on behalf of all other similarly aggrieved current and former employees of Defendants.

77. Plaintiff is also entitled to reasonable attorneys' fees and costs, and her portion of 25% of the

recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i). Wherefore, Plaintiff prays for relief as set forth herein below.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general, special, punitive and exemplary damages;
2. For unpaid overtime compensation pursuant to Labor Code sections 510 and 1194, according to proof, in excess of **\$2,000.00**;
3. For interest, according to proof;
4. For statutory penalty, under Labor Code Section 203, according to proof in excess of **\$5,280.00**;
5. For statutory penalty, under Labor Code Section 226, according to proof in excess of **\$4,000.00**;
6. For additional wages, under Labor Code Section 226.7, according to proof in excess of **\$2,640.00**;
7. For statutory penalties pursuant to Labor Code §226(f) in the amount of no less than **\$750.00**;
8. For statutory penalties pursuant to Labor Code §1198.5 in the amount of no less than **\$750.00**;
9. For unreimbursed expenses pursuant to Labor Code section 2802 in an estimated amount of **\$500.00** and more precisely according to proof at trial;
10. On all causes of action for attorney's fees and costs as provided by Government Code sections 12940, *et seq.*, Labor Code §§226, 1194 and Code of Civil Procedure §1021.5;
11. For Labor Code civil penalties pursuant to Labor Code sections 2699, *et seq.*, in an estimated amount of **\$944,000.00** and more precisely according to proof at trial;
12. For a preliminary and permanent injunction prohibiting Defendants from engaging in unlawful practice;
13. For appointment of receiver;
15. For costs of suit, including attorney's fees, pursuant to statute according to proof; and

16. For such other and further relief as the court may deem appropriate.

Dated: August 27, 2024

Respectfully Submitted:

By: Thomas M. Lee
 Thomas M. Lee
 LEE LAW OFFICES, APLC
 Attorney for Plaintiff EULA HWANG

EXHIBIT 1



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

May 29, 2024

Eula Hwang
Lee Law Offices APLC (MP-183815), 3435 Wilshire Boulevard, Suite 2400
Los Angeles, 90010

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202405-24900629
Right to Sue: Hwang / Angel Dental Group, Inc. et al.

Dear Eula Hwang:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective May 29, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

EXHIBIT 2



Thomas Lee <thomas@thomasmlee.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "thomas@thomasmlee.com" <thomas@thomasmlee.com>

Tue, Jun 18, 2024 at 2:13 PM

6/18/2024

LWDA Case No. LWDA-CM-1034622-24
Law Firm : Lee Law Offices, APLC
Plaintiff Name : Eula Hwang
Employer: Angel Dental Group, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, I am over the age of eighteen years and not a party
6 to the within action. My business address is 3435 Wilshire Blvd., Suite 2400, Los Angeles, CA 90010.

7 On August 28, 2024, I served the within **FIRST AMENDED COMPLAINT** on the parties in
8 this action, by placing a true copy thereof in a sealed envelope addressed as follows:

9 Gregory Kim
10 Jin Park
11 Law Offices of Gregory S. Kim
12 3435 Wilshire Blvd., Ste. 1985
13 Los Angeles, CA 90010

14 _____ BY PERSONAL SERVICE-I delivered such envelope by hand to the office of the
15 addressee(s) listed above.

16 X BY U.S. MAIL — I am “readily familiar” with the firm’s practice of collection and
17 processing correspondence for mailing. Under that practice it would be deposited with U.S.
18 postal service on that same day with postage thereon fully prepaid at Los Angeles,
19 California in the ordinary course of business, I am aware that on motion of the party served,
20 service is presumed invalid if postal cancellation date or postage meter date is more than one
21 day after date of deposit for mailing in affidavit.

22 X BY ELECTRONIC MAIL – I sent such document via electronic mail to
23 gkim@gregorykimlaw.com and jinpark@gregorykimlaw.com

24 Executed on August 28, 2024, at Los Angeles, California

25 [X] (State) I declare under penalty of perjury of the laws of the State of California that the
26 above is true and correct.

27 [] (Federal) I declare that I am employed in the office of a member of the bar of this court at
28 whose direction the service was made.

29 Evelyn Kim
30 Evelyn Kim