

ELECTRONICALLY FILEDSuperior Court of California,
County of Solano**04/28/2025 at 04:12:08 PM**

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Attorney for Plaintiff,

Eriona Boler, on behalf of herself, the general public, and all other "aggrieved employees"

SUPERIOR COURT OF THE STATE OF CALIFORNIA**COUNTY OF SOLANO**ERIONA BOLER, on behalf of herself, the
general public, and all other "aggrieved
employees",

Plaintiff,

vs.

JACOBSON DENTAL CORP, a California
Corporation, DR. JEFFREY A. SALADIN
DENTAL CORP, a California Corporation,
and DOES 1 through 10, inclusive.

Defendants.

CASE NO. CU24-09674

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR:**

- PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e), 201-203,
204(a)(b), 2802, 210, 218**

DEMAND FOR JURY TRIAL

Plaintiff Eriona Boler ("Plaintiff"), on behalf of herself, the general public and all other
"aggrieved employees" complains of Defendants as follows:

I. INTRODUCTION

1. This is a Representative Action, pursuant to Labor Code § 2698, 2699 et seq., on
behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by
Jacobson Dental Corp, Dr. Jeffrey A. Saladin Dental Corp and any subsidiaries or affiliated companies
(hereinafter collectively referred to as "Defendants") within California.

2. For at least one (1) year prior to the filing of this action and continuing to the present
(the "liability period"), Plaintiff and Defendant's California employees were routinely unable, and not
authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute
meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees
were forced to continue working through their meal and rest breaks in order to assist Defendant's

1 needs. Because of this, Plaintiff and Defendant's California employees were unable to take their
2 required meal and rest breaks. Moreover, Defendant failed to pay premium wages of one hour's pay
3 for each missed meal and rest break to Plaintiff and Defendant's California employees who were
4 denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order
No. 5-2001, Section 12.

5 3. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
6 exempt employees. As a result, employees are not properly compensated for work performance in
7 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek
8 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant
9 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not
10 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and
11 Defendant's California employees were forced to work overtime and were not paid for all hours
12 worked including all straight time wages, and overtime wages. These failures to pay all overtime
wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

13 4. Defendant failed to issue Plaintiff and Defendant's California employees accurately
14 itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California
15 employees with all wages due, as detailed above, their wage statements failed to accurately state all
16 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor
17 Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and
18 the California employees wage statements' failed to accurately state the name and address of the legal
19 entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates
20 during the pay period and the corresponding number of hours worked, in violation of Labor Code §
21 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate
Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

22 5. Defendant knowingly and intentionally failed to provide Plaintiff and Defendant's
23 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
24 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
25 Defendant's California employees, and the records maintained by Defendant, have not accurately
26 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

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1 6. Our client further alleges that Defendant paid her and Defendant's California
2 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
3 were not paid all wages due and owing throughout the course of their employment as a result of
4 Defendant's failure to pay all premium wages as detailed above, at the time of their separation, they
5 were not paid all final wages due and owing for the entirety of their employment. This violates Labor
6 Code §§ 201-203.

7 7. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
8 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
9 be paid no later than seven calendar days following the close of the payroll period. Due to the
10 violations described above, Plaintiff and Defendant's California employees did not receive all of their
11 wages earned in a timely manner as required by Labor Code § 204(a)(b).

12 8. Defendant failed to reimburse Plaintiff and Defendant's California employees for their
13 uniform and uniform maintenance. Defendant further failed to reimburse its California employees for
14 using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that
15 "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred
16 by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and
17 Defendant's California employees have incurred reasonable and necessary expenses in the course of
18 their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

19 9. Defendant failed to pay all wages earned to Plaintiff and Defendant's California
20 employees as a result of the unlawful employment policies and practices herein. As a result of these
21 practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including
22 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice
23 per month. Due to this failure, Defendant is liable under Labor Code § 210 for failure to pay wages as
24 required by law.

25 10. Plaintiff, on behalf of herself, the general public, and all other "aggrieved employees",
26 brings this action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 201-203,
27 204(a)(b), 2802, 210, 218.

28 11. Venue as to each Defendant is proper in this judicial district, pursuant to
Code of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
alleged herein took place in Vacaville, California.

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II. PARTIES

A. PLAINTIFF

12. Plaintiff Eriona Boler is a resident of Vallejo, California. At all times relevant herein, she was employed by Defendants in Vacaville, California. Plaintiff was employed by Defendants as a non-exempt, hourly employee in California, including in and around the city of Vacaville, County of Solano. During Plaintiff's employment:

- A. Plaintiff did not receive final wages at the time of her termination.
- B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu thereof, as required by the Labor Code and relevant Wage Orders.
- C. Plaintiff was required to work either in excess of eight hours per workday or in excess of forty hours per workweek without receiving compensation at a rate of one and one half the regular rate of pay.
- D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in violation of Labor Code § 226(a).
- E. Plaintiff did not receive her compensation in accordance with Labor Code § 204 in that Defendants failed to issues wages to its employees within seven (7) calendar days after the pay period ended.
- F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in accordance with Labor Code §§ 201-203.
- G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for reasonable and necessary expenses in the course of their job duties, in violation of Labor Code § 2802.

B. DEFENDANTS

13. Defendant Jacobson Dental Corp is a Corporation doing business in Vacaville, California. It operates within the State of California. Defendant employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Vacaville, California.

14. Defendant Dr. Jeffrey A. Saladin Dental Corp is a Corporation doing business in Vacaville, California. It operates within the State of California. Defendant employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Vacaville, California.

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15. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS' CALIFORNIA EMPLOYEES," shall mean Defendant Jacobson Dental Corp, Dr. Jeffrey A. Saladin Dental Corp's non-exempt employees.

16. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is 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 hereinafter as DOES when such identities become known.

17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and all other aggrieved employees.

FACTUAL ALLEGATIONS

18. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendant failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

19. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and

1 Defendant's California employees were forced to work overtime and were not paid for all hours
2 worked including all straight time wages, and overtime wages. These failures to pay all overtime
3 wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

4 20. Defendant failed to issue Plaintiff and Defendant's California employees accurately
5 itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California
6 employees with all wages due, as detailed above, their wage statements failed to accurately state all
7 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor
8 Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and
9 the California employees wage statements' failed to accurately state the name and address of the legal
10 entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates
11 during the pay period and the corresponding number of hours worked, in violation of Labor Code §
12 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate
13 Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

14 21. Defendant knowingly and intentionally failed to provide Plaintiff and Defendant's
15 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
16 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
17 Defendant's California employees, and the records maintained by Defendant, have not accurately
18 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
19 premiums, and total hour worked.

20 22. Our client further alleges that Defendant paid her and Defendant's California
21 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
22 were not paid all wages due and owing throughout the course of their employment as a result of
23 Defendant's failure to pay all premium wages as detailed above, at the time of their separation, they
24 were not paid all final wages due and owing for the entirety of their employment. This violates Labor
25 Code §§ 201-203.

26 23. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
27 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
28 be paid no later than seven calendar days following the close of the payroll period. Due to the
violations described above, Plaintiff and Defendant's California employees did not receive all of their
wages earned in a timely manner as required by Labor Code § 204(a)(b).

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1 24. Defendant failed to reimburse Plaintiff and Defendant's California employees for their
2 uniform and uniform maintenance. Defendant further failed to reimburse its California employees for
3 using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that
4 "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred
5 by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and
6 Defendant's California employees have incurred reasonable and necessary expenses in the course of
7 their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

8 25. Defendant failed to pay all wages earned to Plaintiff and Defendant's California
9 employees as a result of the unlawful employment policies and practices herein. As a result of these
10 practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including
11 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice
12 per month. Due to this failure, Defendant is liable under Labor Code § 210 for failure to pay wages as
13 required by law.

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR 17 CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218**

18 26. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
19 forth herein.

20 27. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §
21 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
22 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218.

23 28. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties
24 in an amount to be shown at the time of trial subject to the following formula:

- 25 a. With respect to the violation of Labor Code § 2699(f) for violations of
26 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203,
27 204(a)(b), 2802, 210, 218, \$100 for the initial violation per employee per
28 pay period and \$200 for each subsequent violation per employee per pay
period.

 29. These penalties will be allocated 75% to the Labor Workforce Development Agency,
and 25% to the affected employees.

1 30. On October 3, 2024, Plaintiff sent a letter, by certified mail, return receipt requested,
2 to the LWDA and Defendants setting forth the facts and theories of the violations alleged against
3 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “A”**). Pursuant to Labor Code §
4 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar
5 days of October 3, 2024. Plaintiff may therefore commence this action to seek penalties pursuant to
6 Labor Code § 2698 *et seq.*

7 31. On February 19, 2025, Plaintiff sent an amended letter, by certified mail, return
8 receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations
9 alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “B”**). Pursuant to
10 Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five
11 (65) calendar days of February 19, 2025. Plaintiff may therefore commence this action to seek
12 penalties pursuant to Labor Code § 2698 *et seq.*

13 32. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
14 as described herein.

15 **ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR**
16 **COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

17 33. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
18 forth herein.

19 34. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each
20 day that Defendants failed to properly provide one or more meal or rest periods as set forth in the IWC
21 Wage Orders and Labor Code §§ 226.7, 512, and 558.

22 35. Defendants have failed to provide Plaintiff and all other aggrieved employees one or
23 more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff
24 and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for
25 each day on which one or more meal or rest periods were not provided.

26 36. Plaintiff and Defendant’s California employees were routinely unable, and not
27 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
28 minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California
employees were forced to continue working through their meal and rest breaks in order to assist
Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable
to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages

1 of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California
2 employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7,
3 512, and 558, and IWC Order No. 5-2001, Section 12.

4 37. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and
5 rest period compensations, which he was owed since she commenced working for Defendants,
6 according to proof.

7 38. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and
8 prejudgment interest.

9 **ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES**
10 **IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

11 39. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
12 forth herein.

13 40. Plaintiff and Defendants' California employees were required to work off the clock
14 for Defendant. Defendant routinely made Plaintiff and its California employees wait in line prior to
15 clocking in.

16 41. Plaintiff and Defendant's California employees were required to work off the
17 clock for Defendant.

18 42. Plaintiff also claims that Defendant has failed to pay all overtime wages due to
19 non-exempt employees. As a result, employees are not properly compensated for work
20 performance in excess of eight (8) hours in a workday and work performed in excess of forty
21 (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay.
22 Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty
23 (40) hours per week and do not receive overtime compensation at a rate of one and one half of
24 their regular rate. Plaintiff and Defendant's California employees were forced to work overtime
25 and were not paid for all hours worked including all straight time wages, and overtime wages.
26 These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194,
27 1194.2.

28 43. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges,
Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor

Code § 1194.2.

**ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e)), 1174(d))**

44. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

45. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must accurately set forth, among other things, the total gross and net wages earned, the total hours worked, and the hourly rates in effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

46. Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

47. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant's California employees and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

48. The wage statements provided to Plaintiff and all other aggrieved employees fail to accurately itemize in wage statements total gross and net wages earned, and the total hours worked, and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are

1 knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage
2 statements, thereby entitling her to penalties pursuant to Labor Code § 226(e).

3 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**
4 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**
5 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

6 49. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as
7 though fully set forth herein.

8 50. At all times material herein, the California Labor Code Sections 201, 202, and
9 203 were in effect and binding on Defendants.

10 51. California Labor Code § 202 requires employers to pay employees all wages due
11 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
12 part that “if an employer discharges an employee, the wages earned and unpaid at the time of
13 discharge are due and payable immediately.” California Labor Code § 203 provides that if an
14 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
15 pay the subject employee’s wages until the back wages are paid in full or an action is
16 commenced. The penalty cannot exceed 30 days of wages.

17 52. Plaintiff was entitled to compensation for unpaid wages, but to date has not
18 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to
19 Plaintiff at the time of her termination. Thus, since Defendants failed to promptly pay Plaintiff
20 all wages due to Plaintiff at the time of her termination, Defendants violated Section 201 of the
21 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code
22 Section 203.

23 53. More than 30 days have passed since Plaintiff’s employment ended with
24 Defendants.

25 54. As a consequence of Defendants’ willful conduct in not paying wages owed to
26 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
27 Defendants’ failure to timely pay legal wages.

28 **ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES**
IN VIOLATION OF LABOR CODE § 204(a)(b)

55. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
forth herein.

1 56. At all times relevant herein, Labor Code § 204 was in full force and effect and
2 binding on Defendants.

3 57. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All
4 earned wages must be paid at least twice a month, on days designated in advance by the employer.
5 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid
6 between the 16th and 26th day of the same month. Work performed between the 16th and the last
7 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code §
8 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end
9 of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

10 58. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have
11 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
12 be paid no later than seven calendar days following the close of the payroll period. Due to the
13 violations described above, Plaintiff and Defendants' California employees did not receive all of
14 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

15 59. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees
16 earned wages when they became due, failed to pay wages on bi-weekly basis, and have failed to
17 comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be
18 paid no later than seven calendar days following the close of the payroll period. Due to the violations
19 described above, Plaintiff and Defendant's California Employees did not receive all of their wages
20 earned when due and in a timely manner as required by Labor Code § 204.

21 60. Defendants have failed to comply with the above-section because they waited longer
22 than seven days from the close of the pay period to pay its bi-weekly paid employees.

23 **ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN**
24 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**

25 61. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
26 fully set forth herein.

27 62. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her
28 employee for all necessary expenditures or losses incurred by the employee in direct
consequence of the discharge of his or her duties."

 63. Defendant failed to reimburse Plaintiff and Defendant's California employees
for their uniform and uniform maintenance. Defendant further failed to reimburse its California

1 employees for using their personal cell phones for the benefit of Defendant. Labor Code section
2 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary
3 expenditures or losses incurred by the employee in direct consequence of the discharge of his
4 or her duties.” As such, Plaintiff and Defendant’s California employees have incurred
5 reasonable and necessary expenses in the course of their job duties, which were not reimbursed
by Defendant, in violation of Labor Code § 2802.

6 64. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
7 interest and attorneys’ fees and cost, under Labor Code § 2802.

8 65. Plaintiff also requests relief as described below.

9 **ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,**
10 **INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF**
(LABOR CODES §§ 210, 218)

11 66. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
12 forth herein.

13 67. Section 2(K) or Wage Order 5 defines “hours worked” as “the rime during which an
14 employee is subject to the control of an employer, and including all the time the employee is
15 suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197
16 required employers to compensate Plaintiff for all hours worked at least at a minimum wage ad
17 established by the Wage Order. Defendants did not pay for all hours worked and frequently required
18 Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment
practices which resulted in underpayment for hours worked each pay period as more set forth below:

19 68. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
20 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a).
21 Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies
22 and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked,
23 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
24 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
to pay wages as required by law.

25 **RELIEF REQUESTED**

26 WHEREFORE, Plaintiff prays for the following relief:

27 1. For a money judgment representing compensatory damages including lost

1 wages, earnings, retirement benefits and other employee benefits, and all other sums of money,
2 together with interest on these amounts, according to proof;

3 2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved
4 employees;

5 3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved
6 employees;

7 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved
8 employees;

9 5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved
10 employees;

11 6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved
12 employees;

13 7. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved
14 employees;

15 8. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and
16 all other aggrieved employees;

17 9. An award providing for payment of costs of suit pursuant to Labor Code §
18 2699(g)(1);

19 10. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);

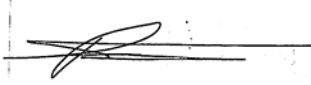
20 11. An award of prejudgment and post-judgment interest;

21 12. An award providing for payment of costs of suit; and

22 13. Such other and further relief as this Court may deem just and proper.

23 Dated: April 28, 2025

OTKUPMAN LAW FIRM,
A Law Corporation

24 By: 

ROMAN OTKUPMAN
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: April 28, 2025

OTKUPMAN LAW FIRM,
A Law Corporation

By: 
ROMAN OTKUPMAN
Attorneys for Plaintiff

EXHIBIT “A”

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

October 3, 2024

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Dr. Jeffrey A. Saladin Company, Inc.
5098 Foothills Blvd., 3-265
Roseville, CA 95747
Defendant certified mail # 9589 0710 5270 1505 8077 88

VIA CERTIFIED MAIL

Agent for Service of Process
Jeffrey Saladin
5098 Foothills Blvd., 3-265
Roseville, CA 95747
Agent certified mail # 9589 0710 5270 1505 8077 88

VIA CERTIFIED MAIL

Dr Jeffrey A Saladin Dental Corp
1420 Rocky Ridge Dr., Ste 320
Roseville, CA 95661
Defendant certified mail # 9589 0710 5270 1505 8077 95

VIA CERTIFIED MAIL

Children's Choice Dental Care
1671 East Monte Vista Ave
Vacaville, CA 95688
Defendant certified mail # 9589 0710 5270 1505 8076 96

Re: ***Eriona Boler v. Dr. Jeffrey A. Saladin Company, Inc., Dr Jeffrey A Saladin Dental Corp, Children's Choice Dental Care – Labor Code Violations of Dr. Jeffrey A. Saladin Company, Inc., Dr Jeffrey A Saladin Dental Corp, Children's Choice Dental Care – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Labor & Workforce Development Agency
Dr. Jeffrey A. Saladin Company, Inc.
Dr Jeffrey A Saladin Dental Corp
Children's Choice Dental Care
October 3, 2024
Page 2

Dear Sir or Madam:

This office represents Eriona Boler ("Plaintiff"), a former California employee of Dr. Jeffrey A. Saladin Company, Inc., Dr Jeffrey A Saladin Dental Corp, Children's Choice Dental Care ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and Defendant's other California non-exempt employees.

Plaintiff began working for Defendant on or about August 28, 2023. While working for Defendant as a Dental Assistant, Plaintiff was earning twenty-three (\$23.00) dollars per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendant failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable

hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendant knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendant paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendant's failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for their uniform and uniform maintenance. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendant failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code § 210 for failure to pay wages as required by law.

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Dr. Jeffrey A. Saladin Company, Inc.
Dr Jeffrey A Saladin Dental Corp
Children's Choice Dental Care
October 3, 2024
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We invite Defendant or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to be 'R. Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN

EXHIBIT “B”

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

February 19, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Dr. Jeffrey A. Saladin Company, Inc.
5098 Foothills Blvd., 3-265
Roseville, CA 95747
Defendant certified mail # 9589 0710 5270 2373 3683 02

VIA CERTIFIED MAIL

Agent for Service of Process
Jeffrey Saladin
5098 Foothills Blvd., 3-265
Roseville, CA 95747
Agent certified mail # 9589 0710 5270 2373 3683 02

VIA CERTIFIED MAIL

Dr Jeffrey A Saladin Dental Corp
1420 Rocky Ridge Dr., Ste 320
Roseville, CA 95661
Defendant certified mail # 9589 0710 5270 2373 3683 19

VIA CERTIFIED MAIL

Children's Choice Dental Care
1671 East Monte Vista Ave
Vacaville, CA 95688
Defendant certified mail # 9589 0710 5270 2373 3683 26

VIA CERTIFIED MAIL

Dr Jeffrey A Saladin Dental Corp dba Children's Choice
1420 Rocky Ridge Dr., Ste 320
Roseville, CA 95661
Defendant certified mail # 9589 0710 5270 2373 3683 19

Labor & Workforce Development Agency
Dr. Jeffrey A. Saladin Company, Inc.
Dr Jeffrey A Saladin Dental Corp
Children's Choice Dental Care
Dr Jeffrey A Saladin Dental Corp dba Children's Choice
Jacobson Dental Corp
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Page 2

VIA CERTIFIED MAIL

Jacobson Dental Corp
1420 Rocky Ridge Dr., Ste 320
Roseville, CA 95661
Defendant certified mail # 9589 0710 5270 2373 3683 19

VIA CERTIFIED MAIL

Agent for Service of Process
1505 Corporation
C T Corporation System
Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203
Agent certified mail # 9589 0710 5270 2373 3683 33

Re: ***Eriona Boler v. Dr. Jeffrey A. Saladin Company, Inc., Dr Jeffrey A Saladin Dental Corp, Children's Choice Dental Care, Dr Jeffrey A Saladin Dental Corp dba Children's Choice, Jacobson Dental Corp – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act – AMENDED***

Dear Sir or Madam:

This office represents Eriona Boler ("Plaintiff"), a former California employee of Dr. Jeffrey A. Saladin Company, Inc., Dr Jeffrey A Saladin Dental Corp, Children's Choice Dental Care, Dr Jeffrey A Saladin Dental Corp dba Children's Choice, Jacobson Dental Corp ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and Defendant's other California non-exempt employees.

Plaintiff began working for Defendant on or about August 28, 2023. While working for Defendant as a Dental Assistant, Plaintiff was earning twenty-three (\$23.00) dollars per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs.

Labor & Workforce Development Agency
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Children's Choice Dental Care
Dr Jeffrey A Saladin Dental Corp dba Children's Choice
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Page 3

Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendant failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendant knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendant paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendant's failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all

Labor & Workforce Development Agency
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Children's Choice Dental Care
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final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and its California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for their uniform and uniform maintenance. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

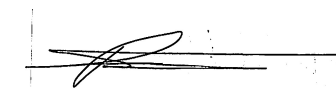
Defendant failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendant or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read "Roman Otkupman", is written over a horizontal line.

ROMAN OTKUPMAN