

MILLS SADAT DOWLAT LLP  
Camron Dowlatshahi (SBN 308618)  
Mir Raza (SBN 358311)  
333 South Hope Street, 40th Floor  
Los Angeles, CA 90071  
Tel.: (213) 628-3856  
Email: camron@msdlawyers.com  
Email: mir@msdlawyers.com

Attorneys for Plaintiff  
Jesse Dinh

Assigned for All Purposes:  
Judge David A. Hoffer  
Dept. CX103

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

JESSE DINH, an individual,  
  
Plaintiff,

v.

HEALTHCARE PROS, INC., a California  
corporation; and DOES 1 through 10,  
inclusive,  
  
Defendants.

Case No. 30-2025-01489329-CU-OE-CXC

**PLAINTIFF JESSE DINH'S COMPLAINT  
FOR:**

- (1) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**
- (2) Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**
- (3) Waiting Time Penalties (Lab. Code §§ 201-203)**
- (4) Failure to Provide Accurate Wage Statements (Lab. Code § 226)**
- (5) Failure to Reimburse Expenses (Lab. Code § 2802)**
- (6) Retaliation (Lab. Code § 1102.5)**
- (7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.)**
- (8) Private Attorneys General Act (Labor Code § 2698, et seq.)**

**JURY TRIAL DEMANDED**

1 Plaintiff Jesse Dinh brings this action against Defendant Healthcare Pros, Inc. and Does 1  
2 through 10, inclusive, and alleges as follows:

### 3 **INTRODUCTION**

4 1. Plaintiff Mr. Dinh brings this action against Defendant Healthcare Pros to recover  
5 wages unlawfully withheld due to intentional misclassification, failure to pay required overtime,  
6 and failure to reimburse necessary business expenses.

7 2. Despite explicit requirements under California labor laws, Healthcare Pros  
8 knowingly classified Mr. Dinh as an exempt employee while compensating him well below the  
9 statutory minimum salary threshold. Even after acknowledging its wrongdoing and subsequently  
10 reclassifying Mr. Dinh, Healthcare Pros has deliberately withheld substantial portions of his back  
11 pay and refused reimbursement for mandatory expenses he incurred performing his job duties from  
12 home. This pattern of violations represents not only financial harm to Mr. Dinh but also a  
13 systematic disregard for fundamental worker protections and obligations mandated by California  
14 law. Mr. Dinh therefore seeks relief, including recovery of unpaid wages, reimbursement of  
15 expenses, penalties, interest, and attorneys' fees, to hold Healthcare Pros accountable and ensure  
16 compliance with California labor standards.

### 17 **THE PARTIES**

18 3. Plaintiff Jesse Dinh ("Mr. Dinh" or "Plaintiff") is an individual residing in Garden  
19 Grove, California.

20 4. Defendant Healthcare Pros, Inc. ("Healthcare Pros") is a California corporation  
21 with its principal place of business in Cypress, California.

22 5. Plaintiff is unaware of the true names and capacities of the defendants sued as Does  
23 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will  
24 amend this complaint to allege their true names and capacities when the same have been  
25 ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is  
26 responsible in some manner for the occurrences herein alleged and that Plaintiff's damages were  
27 proximately caused by said defendants' conduct.

28 //

6. All the acts and conduct alleged herein were duly authorized, ordered by management-level employees of Defendants. In addition, Defendants participated in the aforementioned conduct of their said employees, agents and representatives, and, upon completion of the aforesaid conduct, officers, directors, and/or managing agents of the Defendants ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of the conduct alleged herein.

## VENUE AND JURISDICTION

7. The wrongful conduct alleged against the Defendants occurred in the County of Orange, California. At all times relevant hereto, the conduct at issue was part of a continuous and ongoing pattern of behavior.

8. This Court is the proper forum to adjudicate this action because the wrongful acts that are the subject of this action occurred here and because the Defendant now resides in its jurisdictional area.

## GENERAL ALLEGATIONS

9. Mr. Dinh was hired as a lead generator by Healthcare Pros on or about April 5, 2023.

10. On or about April 5, 2023, Mr. Dinh signed an offer letter stating that he would be paid an annual salary of \$45,000 per year, plus a monthly commission based on a percentage of the monthly gross income margin Mr. Dinh earned for the company. At most, Mr. Dinh could earn up to 15% of his salary in commissions, leaving his salary well below the minimum wage for exempt employees of \$62,400 per year.

11. Mr. Dinh worked on average two hours of overtime per week. Because of his misclassification, Mr. Dinh was not paid for this overtime work.

12. On or about October 23, 2023, Healthcare Pros raised Mr. Dinh's salary to \$50,000 a year, which is still below the minimum wage for exempt employees of \$62,400 per year.

13. In or around November 2023, Mr. Dinh began working remotely from home on a part-time basis. Healthcare Pros required Mr. Dinh to use his personal internet service, personal phone, and personal laptop while working remotely, but did not reimburse Mr. Dinh for these

1 expenses.

2 14. In early January 2024, Mr. Dinh learned from his coworker, Healthcare Recruiter  
3 Fabian Lopez (“Mr. Lopez”), that Healthcare Pros had misclassified them as exempt and that they  
4 were paid less than minimum wage for exempt workers in California.

5 15. Later that month, Healthcare Pros announced that Mr. Dinh and other recruiters  
6 would be converted to hourly employees.

7 16. Mr. Dinh did not sign any paperwork related to his reclassification but his new pay  
8 rate of \$24.03 per hour began showing on his pay stubs in February 2024.

9 17. On or about February 2, 2024, Mr. Dinh emailed, CEO Aaron Alstrom (“Mr.  
10 Alstrom”) and requested back pay for the time that he had been misclassified. Mr. Alstrom called  
11 Mr. Dinh and said that he would review the information.

12 18. On or about February 8, Mr. Alstrom called Mr. Dinh and acknowledged that Mr.  
13 Dinh had been underpaid. He further stated that he would pay Mr. Dinh \$5,000 in back pay.

14 19. On April 1, 2024, Healthcare Pros paid Mr. Dinh \$5,000 of the \$15,244.86 that  
15 Healthcare Pros owe him in back pay.

16 20. In May 2024, Healthcare Pros announced that all employees would begin working  
17 remotely full-time. However, Healthcare Pros did not reimburse their employees for the use of  
18 home internet, personal computers and/or personal cell phone, which Healthcare Pros required  
19 their employees to use.

20 21. To date, Healthcare Pros has not paid Mr. Dinh the full amount in back pay that he  
21 is owed or reimbursement for his use of home internet, person laptop, and personal cellphone.

22 **FIRST CAUSE OF ACTION**

23 **Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**

24 (Against All Defendants)

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

27 23. At all times relevant to this complaint, Plaintiff was employed by Healthcare Pros.

28 //

1           24.     By the course of conduct set forth above, Defendants violated Labor Code sections  
2 510, 1194, and relevant IWC Wage Orders.

3           25.     The Labor Code requires employers, such as Defendants, to pay overtime  
4 compensation to all non-exempt employees.

5           26.     At all relevant times, Plaintiff was a non-exempt employee entitled to be paid  
6 proper overtime compensation for all overtime hours worked.

7           27.     Labor Code section 510 and the applicable Wage Orders require that an employer  
8 compensate all work performed by an employee in excess of eight hours in one workday or in  
9 excess of forty hours in any one workweek, and all work performed by an employee during the  
10 first eight hours worked on the seventh day of work in any one workweek, at one and one-half  
11 times the employee's regular rate of pay.

12          28.     Labor Code section 510 and the applicable Wage Orders further require that an  
13 employer compensate all work performed by an employee in excess of 12 hours in one workday,  
14 and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's  
15 regular rate of pay.

16          29.     During the relevant time period, Plaintiff worked in excess of eight hours in a work  
17 day and/or 40 hours in a work week, and on occasion over twelve hours in a day for Defendants.

18          30.     Defendants knowingly and willfully failed to pay proper overtime wages earned and  
19 due to for overtime hours worked.

20          31.     As a result of Defendants' failure to pay wages earned and due, Defendants violated  
21 the Labor Code.

22          32.     As a direct and proximate result of Defendants' unlawful conduct, as set forth  
23 herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked on  
24 behalf of Defendant, prejudgment interest, and attorneys' fees and costs.

25 //

26 //

27 //

28 //

1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**

3 (Against All Defendants)

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

6 34. At all relevant times, Defendants were aware of and were under a duty to comply  
7 with Labor Code sections 226.7 and 512 and applicable sections of IWC Wage Orders.

8 35. Labor Code section 512 prohibits an employer from employing an employee for a  
9 work period of more than five hours per day without providing the employee with a meal period of  
10 not less than 30 minutes, or for a work period of more than 10 hours per day without providing the  
11 employee with a second meal period of not less than 30 minutes.

12 36. Section 11 of Wage Order No. 4 provides, and at all times relevant hereto provided,  
13 in relevant part that:

14 No employer shall employ any person for a work period of more than five (5) hours  
15 without a meal period of not less than 30 minutes, except that when a work period  
16 of not more than six (6) hours will complete the day's work the meal period may  
17 be waived by mutual consent of the employer and employee. Unless the employee  
18 is relieved of all duty during a 30 minute meal period, the meal period shall be  
19 considered an "on duty" meal period and counted as time worked. An "on duty"  
20 meal period shall be permitted only when the nature of the work prevents an  
21 employee from being relieved of all duty and when by written agreement between  
22 the parties an on-the-job paid meal period is agreed to. The written agreement shall  
23 state that the employee may, in writing, revoke the agreement at any time. If an  
24 employer fails to provide an employee a meal period in accordance with the  
25 applicable provisions of this Order, the employer shall pay the employee one (1)  
26 hour of pay at the employee's regular rate of compensation for each work day that  
27 the meal period is not provided.

28 //

37. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided, in relevant part that:

Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

38. Labor Code section 226.7 prohibits any employer from requiring any employee to work during any meal or rest period mandated by an applicable IWC wage order, and provides that an employer that fails to provide an employee with a required rest break or meal period shall pay that employee one additional hour of pay at the employee's regular rate of compensation for each work day that the employer does not provide a compliant meal or rest period.

39. Defendants knowingly failed to provide Plaintiff with meal periods as required by law, and knowingly failed to authorize and permit Plaintiff to take rest periods as required by law. Defendants also failed to provide Plaintiff with any payment of meal and rest premiums.

40. Plaintiff has therefore been damaged and is entitled to payment of the meal and rest period premiums as provided by law.

### THIRD CAUSE OF ACTION

### Waiting Time Penalties (Lab. Code §§ 201-203)

(Against All Defendants)

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

1           42.     Labor Code sections 201 and 202 require an employer to pay its employees all  
2 wages due immediately upon discharge or within 72 hours of resignation. This requirement  
3 applies to unpaid overtime wages. Labor Code section 203 provides that if an employer willfully  
4 fails to pay such wages, the employer must continue to pay the subject employee's wages until the  
5 back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

6           43.     Defendants willfully failed to pay Plaintiff his earned and unpaid overtime wages  
7 for 30 days from the time such wages should have been paid under the Labor Code.

8           44.     As a result of Defendants' willful failure to pay Plaintiff's owed overtime wages  
9 upon separation from employment, Plaintiff has been harmed and Defendants are liable for  
10 statutory waiting time penalties pursuant to Labor Code section 203.

11                           **FOURTH CAUSE OF ACTION**

12                           **Failure to Provide Accurate Wage Statements (Lab. Code § 226)**

13                                           (Against All Defendants)

14           45.     Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth  
15 fully herein.

16           46.     Labor Code section 226, subdivision (a) requires employers to provide employees,  
17 semi-monthly or at the time of each payment of wages, with a statement that accurately reflects  
18 certain itemized information including total number of hours worked.

19           47.     Defendants knowingly and intentionally failed to furnish Plaintiff with timely and  
20 accurate wage statements that accurately reflected the total number of hours worked and wages  
21 earned, as required by Labor Code section 226.

22           48.     As a result of Defendants' failure to provide accurate itemized wage statements,  
23 Plaintiff suffered actual damages and harm by being unable to determine the amount of overtime  
24 worked each pay period in a timely manner, which prevented him from asserting his rights under  
25 California law.

26           49.     As a result, Defendants are liable to Plaintiff for the amounts provided by Labor  
27 Code section 226, subdivision (e): the greater of actual damages or fifty dollars (\$50) for the initial  
28 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars

1 (\$4,000).

2 **FIFTH CAUSE OF ACTION**

3 **Failure to Reimburse Expenses (Lab. Code § 2802)**

4 (Against All Defendants)

5 50. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth  
6 fully herein.

7 51. At all relevant times, Plaintiff was an employee covered by Labor Code section  
8 2802. Plaintiff incurred expenses as a direct consequence of discharging his job duties and in  
9 obedience to the directions of Healthcare Pros.

10 52. The expenses Plaintiff incurred were necessary and reasonable.

11 53. Healthcare Pros failed to reimburse Plaintiff for the full amount of the expenses  
12 incurred and Plaintiff has consequently suffered damages in an amount to be proven at trial.

13 **SIXTH CAUSE OF ACTION**

14 **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

15 (Against All Defendants)

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

18 55. Business and Professions Code section 17200, *et seq.* (“UCL”) prohibits any  
19 “unlawful, unfair, or fraudulent business act or practice.” Defendants have engaged in unlawful  
20 activity as follows:

- 21 a. Violations of Labor Code sections 226.7 and 512 for failure to provide meal  
22 periods and rest breaks;
- 23 b. Violations of Labor Code sections 510 and 1194 for failure to pay overtime  
24 wages;
- 25 c. Violations of Labor Code section 226 for failure to provide accurate wage  
26 statements;
- 27 d. Violations of Labor Code sections 201-203 for failure to pay accrued wages  
28 upon separation of employment;

1 e. Violations of Labor Code section 1102.5 for terminating Plaintiff in  
2 retaliation for his good faith complaints about Defendant's wage and hour  
3 violations;

4 f. Violations of IWC Wage Orders for the same conduct set forth herein; and  
5 56. Plaintiff lost money as a result of Defendants' violations of the unlawful prong of  
6 the UCL in the form of lost wages, lost paid time off, and ultimately, the loss of his job and future  
7 wages.

8 57. As a result of its unlawful business practices, Defendants have damaged Plaintiff by  
9 wrongfully denying his earned overtime wages, meal periods, rest breaks, and premium  
10 compensation.

11 58. Plaintiff seeks restitution and disgorgement and other appropriate relief available  
12 under Business and Professions Code section 17200, *et seq.*

13 **SEVENTH CAUSE OF ACTION**

14 **Retaliation (Lab. Code § 1102.5)**

15 (Against All Defendants)

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

18 60. At all times mentioned herein, Defendants employed five or more persons, and  
19 Labor Code section 1102.5 was binding on Defendants. This section requires Defendants to  
20 refrain from retaliating against any employee as a result of the employee's opposition to practices  
21 forbidden by state or federal statute, or practices that violate or do not comply with a local, state, or  
22 federal rule or regulation pursuant to Labor Code section 1102.5, subdivision (c).

23 61. At all relevant times, Plaintiff was an employee of Defendant.

24 62. As set forth above, Plaintiff complained to Defendants and/or its agents that he was  
25 unable to take his meal and rest breaks as required under California law.

26 63. Plaintiff had reasonable cause to believe that Defendants' failure to provide meal  
27 and rest breaks was a violation of law.

28 //

64. Plaintiff's complaints regarding his inability to take meal and rest breaks was a substantial factor in Defendants' decision to terminate Plaintiff's employment.

65. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff has sustained, and continues to sustain, damages in the form of lost wages and other employment benefits in an amount in excess of the minimum jurisdictional requirements of this court, the exact amount of which will be proven at trial.

66. As a further legal result of the above-described conduct of Defendants, and each of them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to proof.

### EIGHTH CAUSE OF ACTION

## Private Attorneys General Act (Labor Code § 2698, *et seq.*)

(Against All Defendants)

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

68. Plaintiff is an aggrieved employee under PAGA because he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth in this Complaint. Plaintiff seeks to recover on his behalf, on behalf of the State, and on behalf of all current and former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative action.

69. Plaintiff seeks penalties pursuant to PAGA for violation of the following Labor Code sections:

- a. Failure to provide prompt payment of wages to employees upon termination and resignation in violation of Labor Code sections 201-203;
- b. Failure to provide accurate itemized wage statements to employees in violation of Labor Code section 226;
- c. Failure to maintain accurate payroll records in violation of Labor Code sections 1174 and 1174.5;

- d. Failure to reimburse necessary business expenses in violation of Labor Code section 2802;
- e. Failure to pay overtime wages in violation of applicable wage orders and Labor Code sections 510, 558, and 1194; and
- f. Failure to provide premium pay for missed meal and rest breaks in violation of 226.7.

70. On January 30, 2025, Plaintiff provided the requisite written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants, informing them of the provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. (Attached as **Exhibit A**). Plaintiff’s PAGA case number is No. LWDA-CM-1076874-25.

71. At the time of this filing, the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. If it does so, Plaintiff will amend his complaint. Otherwise, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- A. For general damages, special damages, and non-economic damages according to proof, but in an amount in excess of the jurisdictional limit of this Court;
- B. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct on appropriate legal causes of action;
- C. For unpaid overtime wages, meal and rest period premiums, and other due wages
- D. For amounts provided for in in Labor Code sections 226 and 226.7;
- E. For penalties available under applicable laws, including waiting time penalties;
- F. For restitution and disgorgement under the UCL;
- G. For an award of civil penalties under PAGA;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- H. For prejudgment interest;
- I. For costs of suit, including attorneys' fees and expert witness fees; and
- J. For such other relief as the Court deems just and proper.

Dated: June 11, 2025

MILLS SADAT DOWLAT LLP

By:   
Camron Dowlatshahi

Attorneys for Plaintiff  
Jesse Dinh

# **EXHIBIT A**

January 30, 2025

**VIA ELECTRONIC SUBMISSION;  
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102

Healthcare Pros, Inc.  
10833 Valley View Street, Suite 525  
Cypress, CA 90630

**Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)**

Dear LWDA:

My firm represents Jesse Dinh (“Plaintiff”) and all other aggrieved employees who intend to file an action against Healthcare Pros, Inc. (“Defendant” or “Healthcare Pros”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

**Statement of Specific Provisions of the Labor Code Violated**

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 226, subdivision (a), 515, 558, 1182.12, and 1194.

**Facts and Theories in Support of Violations**

Defendant is a nursing agency and is registered to do business in the State of California. Defendant has employed Plaintiff since on or about April 5, 2023. Plaintiff worked as a Lead Generator.

Defendant paid Plaintiff a salary of \$45,000 in early 2023, increased his pay to \$50,000 in October of 2023, and classified him as an exempt employee.

Plaintiff’s salary was less than the equivalent of two times California minimum wage, which was \$15.50, and then \$16.00 per hour at the time of Plaintiff’s employment with

Defendant. Defendant misclassified Plaintiff as an exempt employee to avoid paying him overtime. In early 2025, Defendant changed Plaintiff's classification to hourly.

However, Plaintiff's job duties did not qualify him as an exempt employee as he was not primarily engaged in exempt administrative tasks or professional duties and did not regularly exercise discretion and independent judgment on the job. Specifically, calling potential clients, and generating leads.

In the course of these duties, Plaintiff regularly worked overtime. However, because he Defendant classified Plaintiff as exempt from overtime, he was not paid these overtime hours. Further, Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks or had meal breaks interrupted.

Plaintiff was also issued inaccurate wage statements, which failed to list: (1) all hours worked and the hourly rate; and (2) and premium pay for meal and rest break violations. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

#### **Failure to Provide Accurate Wage Statements**

Pursuant to Labor Code section 226 ("Section 226"), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

#### **Failure to Maintain Accurate Payroll Records**

Pursuant to Labor Code section 1174, subdivision (d), an employer is required to keep payroll records showing the hours worked daily and wages paid to employees. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to maintain payroll records in compliance with this statute.

Labor Code section 1174.5 provides that any employer who fails to maintain accurate payroll records required by section 1174, subdivision (d), "shall be subject to a civil penalty of five hundred dollars (\$500)."

#### **Penalties for Unpaid Wages**

Pursuant to Labor Code section 558, subdivision (a), and employer who violates "any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty." (Lab. Code § 558, subd. (a).)

An employer's initial violation is subject to a "fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of "one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." (*Ibid.*)

Here, Defendant was classified as an exempt, salaried employee for approximately two (2) years, but was paid less than double the minimum hourly rate during that time. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

### **Conclusion**

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 226, subdivision (a), 515, 558, 1182.12, and 1194.

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Camron Dowlatshahi