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**VIA ONLINE SUBMISSION**

Labor & Workforce Development Agency  
Attn: PAGA Administrator  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Mark Houser and Travis Mckie (collectively hereafter “Plaintiffs”) with respect to Plaintiffs’ claims against EEEAdvisor, Inc. dba DrBalcony, Gregory Carlos and Omidreza Ghandiof (collectively hereafter “Defendants”) arising out of violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against all of Defendants’ non-exempt employees (“Aggrieved Employees”).<sup>1</sup>

This letter shall serve as written notice, pursuant to California Labor Code section 2699.3(a) (1), of Defendants’ violations of the provisions of the Labor Code and Wage Order set forth below.

Plaintiffs Mark Houser and Travis Mckie (“Plaintiffs”) were hired and employed by EEEAdvisor, Inc., dba DrBalcony (the “Company”) and its principals Gregory Carlos and Omidreza Ghandiof (the “Individual Defendants”) to perform inspections of exterior elevated elements, including decks and balconies, at multi-family residential buildings.

Plaintiffs were employed by Defendants from approximately December 2024 to February 2024. Plaintiffs’ job duties involved traveling in their personal vehicles to multi-family properties throughout Southern California, accessing the exterior elevated elements, e.g. balconies and decks, using ladders and extended ladders, drilling holes using a power drill,

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<sup>1</sup> For avoidance of doubt, the term “non-exempt employees” as used herein refers to non-exempt employees, including those non-exempt employees who were misclassified by Defendants as independent contractors.



and using their personal cell phones to take photographs of the building conditions through the Company's proprietary cell phone application.

Plaintiffs were required to purchase the tools and equipment necessary to complete their job duties and to transport them to their various job sites. Defendants required Plaintiffs to download a cellphone application known as WhatsApp and communicated with Plaintiffs concerning their job duties and responsibilities throughout the workday using WhatsApp.

Plaintiffs job duties required them to work overtime hours, i.e. more than 40 hours in a week and more than 8 hours in a day, and Plaintiffs were not provided or permitted meal or rest periods. Defendants classified Plaintiffs as independent contractors throughout their employment, paid them a day rate of \$280, and paid them through an application called "Stripe". Plaintiffs were not supplied with itemized wage statements and their payments were frequently delayed or late. Defendants reported payments to Plaintiffs through Form 1099s and failed to withhold payroll taxes.

Throughout their employment, Plaintiffs were non-exempt employees and entitled to the benefits of non-exempt employment, including hourly wages, overtime wages, meal periods, rest periods, itemized wages statements, and reimbursement of business expenses and mileage.

Defendants knowingly and willfully misclassified Plaintiffs as independent contractors, failed to pay them hourly wages, failed to pay them overtime wages, failed to provide or permit meal periods, failed to provide or permit rest periods, failed to provide itemized wage statements, and failed to reimburse business expenses and mileage. On at least one occasion, Defendants unlawfully withheld wages from Plaintiff Mckie based on the claim of poor workmanship in violation of Labor Code section 224.

Plaintiffs' job duties required them to access dangerously high exterior elements without appropriate safety equipment which, on information and belief, violated Cal/OSHA regulations, including 8 CCR § 3276-3280, 8 CCR § 1670 -1671.2, 8 CCR § 3210-3212, and 8 CCR § 3203. Plaintiffs' working conditions as set forth in this letter, including but not limited to, willful misclassification, non-payment of wages, meal and rest period violations, wage statement violations, non-reimbursement of business expenses and mileage, were common to all other Aggrieved Employees.

Plaintiffs allege that Defendants engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendants have violated California's wage and hour laws by:



a) Willful misclassification of the Aggrieved Employees as independent contractors in violation of Labor Code 226.8(a)(1) and charging those Aggrieved employees (or making deductions from their compensation) for purposes that would have violated the law if the individuals had not been misclassified in violation of Labor Code 226.8(a)(2).

b) Failing to pay Plaintiffs (and other non-exempt employees) for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq. As set forth above, Defendants failed to properly compensate Plaintiffs for all hours worked.

c) Failing to permit non-exempt employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order. Pursuant to Defendants' policies and the demands of Plaintiffs' duties, Plaintiffs routinely were required to skip, and consequently missed, the rest/meal periods required to be made available to Plaintiffs.

d) Failing to pay premium pay for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512. Plaintiffs have not been compensated for Plaintiffs' missed rest/meal breaks.

e) Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks) at least twice a month in violation of Labor Code section 204. By failing to properly compensate Plaintiffs, as described above, Defendants violated this provision.

f) Failing to maintain and furnish accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3. Defendants did not keep accurate records of non-exempt employees' hours worked (e.g., overtime hours worked).

g) Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation in violation of Labor Code sections 201, 202, 203, 206, and 227.3. As described above, Defendants systematically failed to pay all overtime compensation and premium pay owed to Plaintiffs (and other non-exempt employees); as such, Plaintiffs earned wages were not timely paid in full following Plaintiffs separation from Defendants.

h) Failing to reimburse Plaintiffs and similarly aggrieved employees for business expenses in violation of Labor Code section 2802.



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As an aggrieved employee, Plaintiffs are able to bring a PAGA claim on behalf of all non-exempt Defendants employees, and is entitled to recover penalties for all violations, as well as Plaintiffs' attorneys' fees.

This notice is based on the facts currently known to Plaintiffs and is made without prejudice to Plaintiffs' right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: EEEAdvisor, Inc. dba DrBalcony, Gregory Carlos and Omidreza Ghandiof, *via Certified Mail/Return Receipt Requested*