

OTKUPMAN LAW FIRM, A LAW CORPORATION

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June 23, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

UVP Management, LLC
2651 N Harwood St, Suite 120
Dallas, TX 75201
Defendant certified mail # 7022 1670 0001 4770 9621

VIA CERTIFIED MAIL

Agent for Service of Process
Corporate Creations Network Inc.
7801 Folsom Blvd, #202
Sacramento, CA 95826
Agent certified mail # 7022 1670 0001 4770 9638

VIA CERTIFIED MAIL

Pacific Eye Surgeons
2651 N Harwood St, Suite 120
Dallas, TX 75201
Defendant certified mail # 7022 1670 0001 4770 9621

VIA CERTIFIED MAIL

Unified Vision Partners
2651 N Harwood St, Suite 120
Dallas, TX 75201
Defendant certified mail # 7022 1670 0001 4770 9621

VIA CERTIFIED MAIL

UVP Management, LLC
3855 Broad Street, Suite B
San Luis Obispo, CA 93401
Defendant certified mail # 7022 1670 0001 4770 9645

Re: ***Cynthia Meza v. UVP Management, LLC, Pacific Eye Surgeons, Unified Vision Partners – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Cynthia Meza (“Plaintiff”), a former California employee of UVP Management, LLC, Pacific Eye Surgeons, Unified Vision Partners (“Defendants”). 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 worked for Defendants in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about September 26, 2022. From that date through approximately October 20, 2023, Plaintiff was employed as a non-exempt employee and was paid an hourly wage ranging from \$22 to \$25 per hour. On or around October 20, 2023, Plaintiff was reclassified as an exempt employee and assumed the role of Patient Access Manager, receiving an annual salary of \$70,000.

Defendants voluntarily and knowingly misclassified Plaintiff and Defendants’ California employees as exempt employees, in violation of Labor Code § 226.8. Defendants controlled their wages, hours, and working conditions. Defendants controlled their rate of pay. Plaintiff claims over 50% of her time was spent on non-managerial duties (e.g., covering the front desk, answering phones, helping patients (check in/out patients), scanning insurance, collecting payments. As Defendants had control over Plaintiff and Defendants’ California employees’ wages, hours and working conditions, Plaintiff and Defendants’ California employees were improperly classified as exempt employees and instead should have been classified as non-exempt employees and are entitled to the protections of the California Labor Code, in violation of Labor Code §§ 226.8(a)(1), 226.8(c), 226.8(e)(1).

At all times during her employment, Plaintiff and Defendants’ 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 Defendants’ California employees were forced to continue working through their meal and rest breaks in order to assist Defendants’ needs. Because of this, Plaintiff and Defendants’ California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiff and Defendants’ 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.

At all times during her employment, Defendants did not compensate Plaintiff and Defendants’ California employees if these tasks were completed outside of her regular work hours. These

excess hours were not recorded on our client's and Defendants' California employees wage statements. Plaintiff and Defendants' California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendants' California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

At all times during her employment, Defendants have 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 Defendants 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 Defendants' 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.

At all times during her employment, Defendants failed to issue Plaintiff and Defendants' California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' 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), all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item in violation of Labor Code § 226(a)(4), net wages earned, in violation of Labor Code § 226(a)(5), the inclusive dates of the pay period, in violation of Labor Code §§ 226(a)(6), 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.

At all times during her employment, Defendants knowingly and intentionally failed to provide Plaintiff and Defendants' California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and Defendants' 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.

Our client further alleges that Defendants paid her and Defendants' 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 Defendants' 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.

Defendants pay Plaintiff and their 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 Defendants' California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

Defendants also failed to reimburse Plaintiff and Defendants' California employees for mileage incurred on their personal vehicles to perform work for Defendants. Defendants failed to reimburse its California employees for using their personal cell phones for the benefit of Defendants. 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 Defendants' California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendants, in violation of Labor Code § 2802.

Defendants failed to pay all wages earned to Plaintiff and Defendants' California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendants' 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, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants 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. The signature is stylized with a large, sweeping 'R'.

ROMAN OTKUPMAN