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September 30, 2025

VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

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

Claudia M Kwon, MD, Inc.
Attention: Claudia M. Kwon, M.D.
4305 Torrance Blvd., Suite 205
Torrance, California 90503

Re: *Yessica F. Alonzo, individually and as representative of the State of California on behalf of herself as an aggrieved employee v. Claudia M Kwon, MD, Inc.*
Los Angeles Superior Court, Case No. TBD
LWDA Case No. TBD

New PAGA Claim Notice

Dear Sir or Madam:

I represent Yessica F. Alonzo, a former employee of Claudia M Kwon, MD, Inc. (“CMK”). Yessica has retained me to prosecute her individual claims under the California Labor Code (“Labor Code”) (including her claims under the Private Attorneys General Act (“PAGA”), Labor Code § 2698 et seq., as representative of the State of California on behalf of herself as an aggrieved employee of CMK).

In accordance with Labor Code § 2699.3, subds. (a)(1) and (c)(1), this correspondence provides written notice to the State of California Labor and Workforce Development Agency (“LWDA”) and CMK of, *inter alia*, the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Please note that, in accordance with Labor Code § 2699.3, subds. (a)(1) and (c)(1), the information contained in this correspondence has been submitted to the LWDA via online filing with the LWDA.

I. SUMMARY OF YESSICA’S CLAIMS

Yessica, as representative of the State of California on behalf of herself as an aggrieved employee of CMK, is prepared to prosecute claims for civil penalties under the PAGA, Labor

Code § 2698 et seq., against CMK arising from various unlawful employment practices, as described below.

A. CMK’s Unlawful Employment Practices

Yessica’s claims arise from the following unlawful employment practices:

(a) CMK’s failures to pay all overtime wages due and owing to her in violation of California Labor Code (“Labor Code”) § 510(a);

(b) CMK’s failures to provide her with itemized wage statements in writing showing her overtime hours worked in violation of Labor Code § 226(a);

(c) CMK’s failures to pay all meal period premiums due and owing to her in violation of Labor Code §§ 512 and 226.7(c);

(d) CMK’s failure to timely pay all wages due and owing to her upon termination of her employment in violation of Labor Code §§ 202(a) and 203(a); and

(e) CMK’s failure to provide suitable seating in violation of Industrial Welfare Commission (“IWC”) Wage Order No. 4-2002, § 14.

Please note that additional facts and legal authorities supporting Yessica’s claims against CMK are set forth in the Individual and Representative Action Complaint (“the Complaint”) that is being filed in the Los Angeles Superior Court contemporaneously with the submission of this New PAGA Claim Notice. A copy of the Complaint is enclosed herein as **Exhibit 1** and incorporated herein by reference.

B. Factual Background

CMK employed Yessica as a physician’s assistant during the 3+ year time period of April 14, 2022, to August 21, 2025. Throughout her employment by CMK, she regularly worked in excess of 40 hours per week (from at least 9 a.m. to at least 5 p.m. Mondays through Fridays and from at least 10 a.m. to at least 2 p.m. on Saturdays).¹

During the time period of April 14, 2022 (the beginning of her employment) to July 31, 2022, Yessica earned an hourly rate of \$16 per hour and a corresponding overtime rate of \$24 per hour.

During the time period of August 1, 2022, to at least November 30, 2023, Yessica earned a salary of \$1,500 per bi-monthly pay period (not including overtime wages).² During that time

¹ Although CMK scheduled Yessica to begin work at 9 a.m., CMK required her to arrive at work by 8:50 a.m. to ensure she was able to begin working no later than 9 a.m.

² Further investigation and discovery are necessary to determine how CMK calculated Yessica’s earnings in December 2023.

period, her regular rate of pay was \$17.31 per hour ($\$692.31 \text{ per week} / 40 \text{ hours per week} = \17.31 per hour), and her corresponding overtime rate was \$25.97 per hour ($1.5 \times \$17.31 = \25.97).

During the time period of January 1, 2024, to March 15, 2025, Yessica earned a salary of \$1,550 per bi-monthly pay period (not including overtime wages). During that time period, her regular rate of pay was \$17.88 per hour ($\$715.38 \text{ per week} / 40 \text{ hours per week} = \17.88 per hour), and her corresponding overtime rate was \$26.82 per hour ($1.5 \times \$17.88 = \26.82).

During the time period of March 16, 2025, to August 21, 2025 (the end of her employment), Yessica earned a salary of \$1,570 per bi-monthly pay period (not including overtime wages). During that time period, her regular rate of pay was \$18.12 per hour ($\$724.62 \text{ per week} / 40 \text{ hours per week} = \18.12), and her corresponding overtime rate was \$27.18 per hour ($1.5 \times \$18.12 = \27.18).

C. Unpaid Overtime Wages

Yessica is prepared to prosecute a claim for unpaid overtime wages in violation of Labor Code 510(a).³ During the time period of August 1, 2022 (when she began being paid a salary of \$1,500 per bi-monthly pay period) to August 21, 2025 (the end of her employment), CMK regularly failed to pay the full amount of overtime wages which were due and owing to her under Labor Code § 510(a). Such failures stemmed from CMK's payment of the overtime rate when she was paid on an hourly basis (i.e., \$24 per hour) below her requisite overtime rates when she was subsequently paid on a salaried basis.

During the time period of August 1, 2022, to at least November 30, 2023, Yessica's salary was \$1,500 per bi-monthly pay period which corresponded with an overtime rate of \$25.97 per hour, as explained above. Accordingly, there was a \$1.97 salary differential between the requisite overtime rate of \$25.97 and the overtime rate paid by CMK (\$24).

During the time period of January 1, 2024, to March 15, 2025, Yessica's salary was \$1,550 per bi-monthly pay period which corresponded with an overtime rate of \$26.82 per hour, as explained above. Accordingly, there was a \$2.82 differential between the requisite overtime rate of \$26.82 and the overtime rate paid by CMK (\$24).

During the time period of March 16, 2025, to August 21, 2025 (the end of Yessica's employment), her salary was \$1,570 per bi-monthly pay period which corresponded with an overtime rate of \$27.18 per hour, as explained above. Accordingly, there was a \$3.18 differential between the requisite overtime rate of \$27.18 and the overtime rate paid by CMK (\$24).

Admittedly, Yessica is unable at this time to identify the exact number of overtime hours she worked.⁴ However, she recalls regularly working several overtime hours on a weekly basis.

³ Labor Code § 510(a) provides that an employer must compensate its employee's work in excess of 8 hours in any workday, in excess of 40 hours in any workweek, and for the first 8 hours worked on the seventh consecutive day of work in a workweek, at a rate of no less than 1.5 times the employee's regular rate of pay.

⁴ Yessica is unable to identify the exact number of overtime hours she worked for at least two reasons: (1) she does not have copies of the vast majority of her timecards; and (2) CMK failed to provide her with any

She anticipates being able to more precisely estimate her overtime hours worked after further investigation and discovery.

D. Itemized Wage Statement Violations

Yessica is prepared to prosecute a claim for itemized wage statement violations under Labor Code § 226(a). Thereunder, an employer, semimonthly or at the time of each payment of wages, shall furnish to its employees, either as a detachable part of the check paying the employee's wages or separately if wages are paid by personal check or cash, an accurate itemized statement in writing (e.g., pay stub) showing, *inter alia*: (a) the total hours worked by the employee; and (b) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Throughout the time period of August 1, 2022, to August 21, 2025, when Yessica was paid on a salaried basis (not including overtime wages), CMK knowingly and intentionally failed to provide her with itemized wage statements showing her overtime hours worked during each bi-monthly pay period, as required by Labor Code § 226(a).⁵ As a result, she could not promptly and easily determine from the wage statements alone the accuracy of: (a) the overtime pay calculations (which were based on her total hours and/or overtime hours worked); (b) the gross wages earned calculations (which were based in part on her overtime pay); and (c) the net wages earned calculations (which were based in part on her overtime pay).

For the foregoing reasons, pursuant to Labor Code § 226(e)(1), Yessica is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which an itemized wage statement violation occurs and \$100 for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000. The latter amount (\$2,150) is calculated as follows: \$50 (initial pay period) + \$100 for each of the 21 subsequent pay periods within the last year = \$2,150.

E. Late Meal Periods

Yessica is prepared to pursue a claim for CMK's failures to provide her with timely meal periods under Labor Code § 512(a) and IWC Wage Order No. 4-2001, § 11(A), and to pay her meal period premiums in violation of Labor Code § 226.7(c) and IWC Wage Order No. 4-2001, § 11(B).

As to the employer's requirement to provide a timely meal period, Labor Code § 512(a) and IWC Wage Order No. 4-2001, § 11(A), provide that an employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than 6 hours, the meal period may be waived by mutual consent of both the employer and employee. As to the consequence of the employer's failure to provide a timely meal period, Labor

itemized wage statements identifying her regular or overtime hours worked throughout the time period she was paid on a salary basis (i.e., August 1, 2022, to August 21, 2025).

⁵ Although CMK provided Yessica with itemized statements in writing showing overtime pay calculations and the dates on which she purportedly worked overtime, those itemized statements never identified her overtime hours worked.

Code § 226.7(c) and IWC Wage Order No. 4-2001, § 11(B), provide that, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of IWC Wage Order No. 4-2001, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

CMK regularly failed to provide Yessica with timely meal periods to the extent she was unable to take and/or it was unreasonably difficult for her to take meal periods within the first 5 hours worked (i.e., the meal periods were late).⁶ Accordingly, CMK was required to pay her the requisite meal period premium (i.e., one hour of pay) on those occasions, which she conservatively estimates occurred on a weekly basis throughout her employment. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022) (meal period penalties constitute unpaid wages); *Betancourt v. OS Restaurant Services, LLC*, 83 Cal. App. 5th 132 (2022) (attorneys' fees are recoverable to prevailing employees on their claims for meal period violations). CMK failed to do so.

F. Waiting Time Penalty

Yessica is prepared to prosecute a waiting time penalty claim under Labor Code §§ 202(a) and 203(a). Labor Code § 202(a) provides in part: "If an employee not having a written contract for a definite period quits her or her employment, her or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of her or her intention to quit, in which case the employee is entitled to her or her wages at the time of quitting." Under Labor Code § 203(a), if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code § 202 any wages of an employee who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid for a period of up to 30 days from the time they were due.

Yessica resigned her employment via email to CMK on August 21, 2025, effective immediately. The email stated in part:

08-21-2025

Dear Claudia Kwon, MD

I am writing to formally resign from my position at South Bay Medical Clinic, effective 08-21-2025.

While I have appreciated the opportunities to contribute and learn during my time here, I have decided to step away for personal well-being reasons. I found it increasingly difficult to continue in an environment where I felt pressured and guilt-tripped when I was unable to come in on Saturdays or when I became ill. I believe a workplace should foster support and understanding, and unfortunately, these circumstances made it hard for me to perform at my best.

I am grateful for the experiences I've gained. Thank you for the opportunity.

Sincerely,

⁶ Throughout Yessica's employment by CMK, she regularly worked shifts greater than 5 hours.

Yessica Alonzo

(Italics added.)

Yessica reiterated her resignation via correspondence to CMK which was dated August 21, 2025, and mailed on August 26, 2025.

Yessica followed up with CMK regarding the status of her final paycheck via email to CMK on September 9, 2025, the subject line of which stated "Follow-Up on Final Paycheck," and the body of which stated:

Dear South Bay Medical Weight Loss and Cosmetics.

I am writing to follow up regarding my final paycheck. I submitted my resignation on 8-21-25 by email and also sent a physical copy of my resignation letter on 8-26-25. It has now been more than two weeks since my last day of employment, and I have not yet received my final check.

I also want to note that no one from the company reached out to verify my mailing address. To avoid further delays, I am confirming my current address below:

Yessica Alonzo

14100 Chadron Ave #123,. Hawthorne, CA 90250

Please let me know the status of my final paycheck and when I can expect to receive it. As you know, state law requires timely payment after separation from employment, and I would appreciate prompt resolution.

Thank you for your attention to this matter. I look forward to your response.

Sincerely,

Yessica Alonzo

(Italics added.)

Under Labor Code § 202(a), CMK was required to provide Yessica with her final paycheck (for the time period of August 1 to 21, 2025) on or before August 24, 2025. She received her purportedly final paycheck (which did not include her unpaid overtime wages) on September 15, 2025.

Of note, Yessica received her purportedly final paycheck via U.S. mail in an envelope that was mailed on 9/13/25 and delivered on 9/15/25. In addition, the aforementioned envelope contained a letter dated 9/2/25 from CMK to Yessica. Therein, CMK stated, *inter alia*: "Attached is your final check with sick day's payout and vacation payout. The delayed [sic] is caused by you

by providing incomplete info. Attached is the address on file you provided: Exhibit A and the return to sender mail: Exhibit B.”

CMK’s claim that the delay in payment of Yessica’s purportedly final paycheck is clearly erroneous for a number of reasons. First, the “return to sender mail” was addressed to Yessica by CMK, not by Yessica. Second, it is readily apparent that Yessica’s address in the “return to sender mail” did not include Yessica’s city (Hawthorne), state (California) or zip code (90250). Third, it is readily apparent that the “return to sender mail” was returned to the sender, CMK, because it failed to include Yessica’s city, state or zip code in her address. Fourth, although Yessica did not include her apartment number in CMK’s “REQUEST FOR CONFIDENTIAL COMMUNICATIONS” form that she signed and dated on 1/14/25, the absence of an apartment number in that form is almost certainly not why the mail was returned to sender. In that regard, if the mail had included Yessica’s name, street address, city, state, and zip code, it almost certainly would have been successfully delivered to her (even without her apartment number). Finally, Yessica included her full address -- including her apartment number -- in her follow-up email to CMK on 9/9/25 (the subject line of which stated “Follow-Up on Final Paycheck”), 4 days before CMK mailed the envelope containing her purportedly final paycheck and 6 days before she received it.

Under the foregoing circumstances, there is no defense to Yessica’s waiting time penalty claim under Labor Code §§ 202(a) and 203(a). When fully accrued on September 23, 2025, the amount of that penalty was \$4,711.20 (\$19.63 per hour X 8 hours per day X 30 days = \$4,711.20).

G. PAGA Claims

Yessica, as representative of the State of California on behalf of herself as an aggrieved employee of CMK, is prepared to prosecute claims for civil penalties under the PAGA, Labor Code § 2698 et seq., arising from: (a) CMK’s failures to pay all overtime wages due and owing to her in violation of Labor Code § 510; (b) CMK’s failures to provide her with itemized wage statements in writing showing her overtime hours worked in violation of Labor Code § 226(a); (c) CMK’s failures to pay all meal period premiums due and owing to her in violation of Labor Code §§ 512 and 226.7(c); (d) CMK’s failure to timely pay all final wages due and owing to her in violation of Labor Code §§ 202-203; and (e) CMK’s failure to provide suitable seating in violation of IWC Wage Order No. 4-2002, § 14.

As to CMK’s failure to provide suitable seating to Yessica, IWC Wage Order No. 4-2002, § 14, provides:

- (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

It is important to note that: the nature of Yessica's work reasonably permitted the use of a seat on a regular basis; Yessica's regular use of a seat did not interfere with the performance of her duties; Yessica's need to use a seat while working was largely based on her back pain resulting from an injury she sustained in or around mid-July 2025; on or about July 15, 2025, shortly after Dr. Kwon relocated to a smaller office, Dr. Kwon replaced the chair which Yessica previously used (which had ample back support) with a chair which had no back support; Yessica repeatedly complained to Dr. Kwon, to no avail, that the use of the chair with no back support exacerbated her back pain; in response to such complaints, Dr. Kwon's only explanation of why Yessica was required to use the chair with no back support was that the new office was too small for Yessica to use the chair with ample back support (i.e., that chair took up too much space); and Dr. Kwon's failure to provide Yessica with suitable seating -- as well as Dr. Kwon's apparent indifference to Yessica's repeated complaints about inadequate seating -- contributed to Yessica's decision to resign her employment by CMK.

Under Labor Code § 2699(k)(1), reasonable attorney's fees are recoverable in the event Yessica prevails on one or more of her PAGA claims.

II. YESSICA'S REPRESENTATIVE ACTION COMPLAINT

As discussed above, a copy of the Complaint that is being filed in the Los Angeles Superior Court contemporaneously with the submission of this New PAGA Claim Notice is enclosed herein as **Exhibit 1** and incorporated herein by reference.

Labor Code § 2699.3(a) provides in part:

(2)(A) The agency [i.e., LWDA] shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.

In this representative action, Yessica, as representative of the State of California on behalf of herself as an aggrieved employee of CMK, alleges violations of certain provisions listed in Section 2699.5 (e.g., Labor Code §§ 202 and 203). Accordingly, to that extent, Labor Code § 2699.3(a) applies to this action.

Labor Code § 2699.3(b) provides in part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision of Division 5 (commencing with Section 6300) other than those listed in Section 2699.5 shall commence only after the following requirements have been met . . ." In this representative action, Yessica, as representative of the State of California on behalf of herself as an aggrieved employee of CMK, does not allege any violation of any provision of Division 5 (commencing with Section 6300). Accordingly, Labor Code § 2699.3(b) does not apply to this action.

Labor Code § 2699.3(c)(1) provides in part:

(D) If the employer is not eligible for the processes in paragraphs (2) or (3) or chooses not to utilize those processes, the agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to subparagraph (A), the aggrieved employee may commence a civil action pursuant to Section 2699.

(E) If the agency intends to investigate the alleged violation, it shall notify the employer and the aggrieved employee or representative by certified mail of its decision within 65 calendar days of the postmark date of the notice received pursuant to subparagraph (A). Within 120 calendar days of that decision, the agency may investigate the alleged violation and issue any appropriate citation. If the agency determines that no citation will be issued, it shall notify the employer and aggrieved employee of that decision within five business days thereof by certified mail. Upon receipt of that notice or if no citation is issued by the agency within the time limits prescribed by subparagraph (D) and this subparagraph or if the agency fails to provide timely or any notification, the aggrieved employee may commence a civil action pursuant to Section 2699.

In this representative action, Yessica, as representative of the State of California on behalf of herself as an aggrieved employee of CMK, alleges violations of certain provisions not listed in Section 2699.5 or Division 5 (commencing with Section 6300) (e.g., Labor Code §§ 226, 226.7, 510, 512, 1194 and 1197). Accordingly, to that extent, Labor Code § 2699.3(c) applies to this action.

Please be advised that, after receiving notification from the LWDA that it does not intend to investigate the alleged violations described in the Complaint, or after 65 days of the postmark date of giving notice to the LWDA if no response has been received from the LWDA, Yessica will have exhausted the administrative remedies as required by Labor Code § 2699 and, therefore, she will have standing and capacity to sue as a representative of the State of California on behalf of herself as an aggrieved employee of CMK. Thereafter, Yessica plans to file (or, if necessary, seek leave to file) an Amended Complaint in the Los Angeles Superior Court and therein expressly allege exhaustion of the administrative remedies as required by Labor Code § 2699, standing and capacity to sue as a representative of the State of California on behalf of herself as an aggrieved employee of CMK.

Thank you for your prompt attention to this matter.

LAW OFFICES OF DANIEL V. SANTIAGO, P.C.

By: 

Daniel V. Santiago, Esq.