

November 25, 2025

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Hero DVO, LLC:
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

Re: Veronika Castro v. Hero DVO, LLC

Dear Labor and Workforce Development Agency and Hero DVO, LLC:

This letter shall serve as Veronika Castro's ("Ms. Castro") written notice as required by California Labor Code 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Hero DVO, LLC ("Hero"), including the facts and theories to support the alleged violations. Ms. Castro intends to seek civil penalties against Hero under the Private Attorneys General Act of 2004 ("PAGA") on her own behalf and on behalf of all other non-exempt employees currently or formerly employed by Hero in California during the statutory period ("Aggrieved Employees"). Ms. Castro is informed and believes and based thereon alleges that there are at least 150 Aggrieved Employees in the statutory period.

Labor Code Provisions Alleged to Have Been Violated

Ms. Castro alleges Hero violated the following Labor Code provisions: Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting Each Alleged Violation

Ms. Castro was employed by Hero in Huntington Park, California as a non-exempt registered dental hygienist from approximately July 2024 to approximately October 2025.

Minimum, Sick, and Overtime Wages

Throughout the statutory period, Hero failed to pay Ms. Castro and other Aggrieved Employees at least the legal minimum, sick, and overtime wage required for all hours worked due to Hero's policy and practice of failing to include nondiscretionary bonuses in the overtime and sick rate. Further, Hero maintained a policy and practice of requiring Ms. Castro and other Aggrieved Employees to answer questions about their breaks after clocking out without pay. As a result, Hero failed to pay Ms. Castro and other Aggrieved Employees for all minimum, straight time, and overtime wages due in violation of Labor Code §§ 246, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198.

Meal Periods

Throughout the statutory period, Hero failed to provide Ms. Castro and other Aggrieved

Employees with 30-minute meal periods for every 5 hours worked as required by Labor Code § 512. Ms. Castro and other Aggrieved Employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. Hero failed to pay Ms. Castro and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a meal period violation. As a result, Hero failed to provide meal periods and pay meal period premiums in violation of Labor Code §§ 226.7 and 512.

Rest Periods

Throughout the statutory period, Hero failed to authorize and permit Ms. Castro and other Aggrieved Employees to take 10-minute rest periods for every 4 hours worked or major fraction thereof. Ms. Castro and other Aggrieved Employees were required and/or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during their rest periods, and/or were not relieved of all duties in order to take all rest periods. Hero failed to pay Ms. Castro and other Aggrieved Employees an additional hour of pay at their regular rate of pay when they suffered a rest period violation. As a result, Hero failed to permit rest periods and pay rest period premiums in violation of Labor Code § 226.7.

Wage Statements

Due to Hero's wage, meal period, and rest period violations as alleged above, Hero failed to provide Ms. Castro and other Aggrieved Employees with accurate, itemized wage statements that accurately reported gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of Labor Code § 226. This failure was knowing and intentional.

Timing of Wage Payments

Due to Hero's wage, meal period, and rest period violations as alleged above, Hero failed to pay all wages due during Ms. Castro's and other Aggrieved Employees' employment and at the end of their employment in violation of Labor Code §§ 201, 202, 203, 204, and 210. This failure was willful and intentional.

Recordkeeping

Due to Hero's wage, meal period, and rest period violations as alleged above, Hero failed to maintain accurate and complete records showing the hours worked each day by Ms. Castro and other Aggrieved Employees in violation of Labor Code §§ 1174 and 1174.5.

Based on these violations, Ms. Castro seeks civil penalties, injunctive relief, and attorneys' fees and costs under PAGA. Enclosed and incorporated herein is the class action complaint Ms. Castro will be filing on behalf of herself and all other Aggrieved Employees against Hero. Ms. Castro intends to amend the complaint to add a cause of action under PAGA 65 days after the date of this notice pursuant to Labor Code § 2699.3(a)(2)(A).

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Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Sincerely,
ABRAMSON LABOR GROUP

A handwritten signature in blue ink, appearing to read "Fawn F. Bekam", written in a cursive style.

Fawn F. Bekam

Enclosure: Class Action Complaint