



**LIPELES
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APC**

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December 11, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Cutiscare LLC
2091 NE 36 STREET
LIGHTHOUSE POINT, FL 33074

Re: *Sager v. Cutiscare LLC*

This office represents Tiana Sager. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime, pay minimum wages, provide meal/rest breaks (or pay the statutory compensation due), issue accurate wage statements, reimburse business expenses, allow inspection of employment records, and unfair competition.

Tiana Sager worked as a Certified Hyperbaric Technician and EMT at Defendant's hyperbaric medicine facility located at 757 Westwood Plaza, Los Angeles, California from approximately August 12, 2024 to December 8, 2025, earning \$22.00 per hour. Defendant had an unlawful policy and procedure of requiring employees to clock out for meal periods but requiring them to remain available and on-duty during such periods. Employees were required to clock out but continue working and remain responsive to patient care demands and emergencies at the hyperbaric facility. This resulted in off-the-clock work for which Plaintiff and Class members received no compensation.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Cutiscare LLC. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 4)

Defendant was required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendant failed to pay Plaintiff and the Class for any off the clock work they performed.

Defendant required Plaintiff and the Class to regularly perform compensable work off-the-clock for which they did not receive any compensation. Specifically, at all times relevant, Plaintiff and Class members consistently worked hours for which they were not paid because Plaintiff and the Class members were required to clock out for meal breaks but continued to work due to patient care demands and emergencies at the hyperbaric facility. The nature of operating hyperbaric chambers and providing patient care required employees to remain available and responsive to patient needs even during designated meal periods.

Defendant had an unlawful policy and procedure of requiring employees to clock out for meal periods but requiring them to remain available and on-duty during such periods. Employees were required to clock out but continue working and remain responsive to patient care demands and emergencies. As a result of this policy, Defendant failed to provide off-duty meal periods as required by law and failed to compensate these employees for all time worked during meal breaks.

As a result, and because they improperly treated such off-the-clock work during meal breaks as non-compensable, Defendant failed to compensate Plaintiff and the Class for such time.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE

(Cal. Labor Code §§ 510, 558, 1194, 1194.2, 1198; IWC Wage Order No. 4)

Under California law, non-exempt employees as defined by Wage Order No. 4, are entitled to premium wages for overtime worked. Plaintiff and Class members engaged in off the clock work during meal breaks. Because Plaintiff and Class members were not

paid for off the clock work during meal breaks, they were not properly paid overtime when their actual hours exceeded 8 per day or 40 per week.

As a result, during this period, it was the practice and policy of Defendant to not pay employees at appropriate overtime rates. Monies for unpaid overtime remain due and owing.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class Members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 4)

Defendant failed to satisfy minimum wage requirements. As a result of Defendant not affording compliant meal/rest breaks, Plaintiff and members of the Class were paid less than minimum wage. Defendant's failure to compensate for all hours worked, including meal break time when employees were required to remain available and on-duty, resulted in wages below minimum wage for actual hours worked.

Further, Defendant's failure to compensate Plaintiff and Class members for off-the-clock work during meal breaks resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of Labor Code §§ 1197, 1198 and IWC Wage Order No. 4.

Defendant, as a matter of established company policy and procedure, consistently administered a uniform company policy and practice requiring employees to clock out for meal periods while continuing to work and remain available for patient care, resulting in systematic underpayment of Plaintiff and the members of the Class for actual hours worked.

D. FAILURE TO PROVIDE REST PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendant failed to provide compliant rest periods as required by Labor Code § 226.7 and Wage Order No. 4. Plaintiff and Class members were not provided rest breaks, or only rarely when working at certain locations. Rest breaks were not off-duty as required.

The nature of hyperbaric chamber operations and patient care prevented compliant 10-minute off-duty rest breaks. Approximately 7 technicians operating hyperbaric chambers at Defendant's facility at 757 Westwood Plaza, Los Angeles, California were subject to constant pressure due to emergency response requirements and patient monitoring needs, preventing compliant rest periods.

Defendant failed to authorize and permit rest breaks as required by law and failed to pay premium pay for missed rest periods.

By virtue of Defendant's unlawful failure to provide compliant rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS
(Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4)

Defendant intentionally and improperly denied compliant meal periods to Plaintiff and Class members. Plaintiff and Class members' meal breaks were routinely not compliant with California law. Meal breaks were routinely provided late, after 6 or 7 hours of work, rather than on or before the fifth hour as required by law. Further, meal breaks were frequently interrupted by patient care needs and emergencies at the hyperbaric facility.

Defendant had an unlawful policy and procedure of requiring employees to clock out for meal periods but requiring them to remain available and on-duty during such periods. Employees were required to clock out but continue working and remain responsive to patient care demands and emergencies. The nature of hyperbaric chamber operations and patient care created constant pressure on Plaintiff and Class members to miss meal breaks, work through meal breaks, and accept interrupted meal breaks due to emergency response requirements and patient monitoring needs.

As a result of this policy, Defendant failed to provide off-duty meal periods as required by law and failed to compensate these employees with premium pay for meal period violations.

By virtue of Defendant's unlawful failure to provide compliant meal periods to Plaintiff and Class members, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 4)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime compensation, minimum wages and

premium pay for meal and rest periods not properly afforded, were not included in gross wages earned by Plaintiff and members of the Class.

As a result of Defendant's failure to pay employees at required overtime rates, minimum wages, and premium pay for missed meal and rest breaks, the wage statements issued to Plaintiff and members of the Class did not accurately reflect all wages earned and due and owing.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation, minimum wages and premium pay for meal/rest periods not provided, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code §2802; IWC Wage Order No. 4)

Defendant was aware that Plaintiff and Class members were using their personal cell phones for business, but failed to indemnify Plaintiff and Class members for all their business-related cell phone expenses, in accordance with Labor Code §2802.

Plaintiff and Class members were required by Defendant to use their personal cell phones for work-related activities, including communication with supervisors, colleagues, and regarding patient care at the hyperbaric facility. This cell phone use was necessary for the business operations of Defendant.

Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class members for their work-related cell phone expenses that they incurred for work-related purposes.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

H. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5; IWC Wage Order No. 4)

Defendant failed to allow Plaintiff and Class members to timely inspect their personnel records and payroll files when requested. On or about December 11, 2025, Plaintiff's counsel issued a written request to Defendant for copies of Plaintiff's personnel records. Defendant failed and refused to provide access to Plaintiff's records within the time period required by Labor Code §1198.5.

Plaintiff and Class members were damaged by this failure because they were unable to inspect records relating to their performance, hours worked, wage statements, and compensation as required by law.

I. UNFAIR COMPETITION

(Cal. Bus. & Prof. Code §§17200 et seq.)

All of the above violations constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.* By and through the unfair and unlawful business practices described herein, Defendant has obtained valuable property, money and services from Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class.

Plaintiff and the Class are entitled to, and do, seek full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief and all penalties authorized by law.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.