



Aaron Colby, Esq.
aaron@colbylegal.com
818.253.1599 • colbylegal.com
13263 Ventura Blvd., Suite 203
Studio City, California 91604

January 7, 2026

SENT VIA ONLINE SUBMISSION

California Department of Industrial Relations
Labor and Workforce Development Agency
Attention: PAGA Administrator

SENT VIA EMAIL & CERTIFIED U.S. MAIL

Pacific Dental Services, LLC, dba, PDS Health
Attention: Karlee Bell
Attention: Daniel Burke, General Counsel (burked@pacden.com)
Attention: Erica Fisher, Deputy General Counsel (fishere@pacden.com)
Attention: Erin Haggerty, Agent for Service
1325 J Street, Suite 1550
Sacramento, California 95814

RE: ***Leslie Gomez v. Pacific Dental Services, LLC, dba, PDS Health***
PAGA Notice to LWDA

California Labor & Workforce Development Agency:

Colby Law Firm, PC represents aggrieved former employee Leslie Gomez ("Plaintiff") in connection with Plaintiff's claims pursuant to the California Labor Code against Pacific Dental Services, LLC ("Defendant").

This letter is written notice to the California Labor & Workforce Development Agency ("LWDA") as required by the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. ("PAGA"), including, without limitation, California Labor Code §§ 2699(a), 2699(g)(1), and 2699.3(a) and (c), and/or any other applicable provision of statute, rule, or law ("Notice").

Plaintiff worked for Defendant as a non-exempt employee. Because of the allegations set forth herein, Defendant has violated numerous provisions of the California Labor Code.



This Notice is the representative (the Colby Law Firm) of the aggrieved employee (Plaintiff) giving written notice by online filing with the LWDA and by certified mail to the employer (Defendant) of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation, pursuant to California Labor Code §§ 2699.3(a)(1)(A) and/or (c)(1)(A).

This Notice is intended to exhaust the pre-litigation requirements set forth under PAGA. It is the intention of Colby Law Firm, PC to bring the appropriate claims under PAGA should the LWDA not address these matters within the proscribed time under California Labor Code §§ 2699.3(a)(2) and (c)(2).

This Notice is subject to and without waiver of the rights and remedies of Plaintiff and Aggrieved Employees, and is not an express statement of all facts and circumstances concerning this Matter.

A. Submission of Notice

This Notice is submitted online to the LWDA, with a copy sent by certified mail to Defendant. Accompanying this Notice is the \$75 filing fee to the LWDA, pursuant to California Labor Code §§ 2699.3(a)(1)(B) and/or (c)(1)(B). Please advise Colby Law Firm immediately if the fee was not received so that it may be resent.

B. Notice To Company On Behalf Of Aggrieved Employees

This Notice is hereby given to and is made against Pacific Dental Services, LLC and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of these alleged violations as to any locations or employees who worked at any time in the State of California ("Defendant").

This Notice is made on behalf of all persons who are, were, or will be employees of Defendant or any related or alter ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter and at any location within the State of California ("Aggrieved Employees.")

C. Alleged Violations Of The California Labor Code With Facts And Theories In Support

The alleged violations of the California Labor Code and the facts and theories to support each are as follows.



1. Facts And Theories

Plaintiff, through their representative, intends to pursue civil penalties under PAGA against Defendant, on behalf of themselves and all Aggrieved Employees, based on the factual allegations and theories below.¹

Plaintiff is informed and believes that the Aggrieved Employees experienced the same factual allegations as Plaintiff experienced, and that these factual allegations continue through the present.

Defendant. Defendant Pacific Dental Services, LLC, doing business as PDS Health is “a leading healthcare support organization that partners with dental and medical providers across the U.S., providing comprehensive business services that enable clinicians to focus on high-quality patient care.”²

Plaintiff’s Hire & Job Details. On or about February 5, 2025, Defendant hired Plaintiff Leslie Gomez to start work on February 11, 2025, as an employee in the job position of Operations Manager Trainee in the South Inland Empire Region.

Defendant classified Plaintiff as a “non-exempt” employee paid \$38.46 per hour.

Plaintiff’s job duties included collections, billing, training, and coaching.

Plaintiff’s work schedule was typically Monday through Friday 9:00am to 6:00pm and, starting in or about May or June 2025, two Saturdays a month.

The corporate location was 17000 Red Hill Avenue, Irvine, California 92614 but Plaintiff worked at Murrieta Modern Dentistry at 28080 Clinton Keith Road, Suite 100, Murrieta, California 92563 (the “worksite”).

Plaintiff first reported to Regional Manager **Erica Stapleton**. In or about June 2025, Plaintiff started reporting to new Regional Manager **Karlee Bell**.³

Termination. On October 30, 2025, Defendant fired Plaintiff.

Rest Break Violations. Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof. For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was forced to work throughout Plaintiff’s rest breaks; Plaintiff was “on-call” during rest

¹ See *Huff v. Securitas Security Services, USA, Inc.*, 23 Cal.App.5th 745 (2018) (PAGA plaintiffs who may have suffered just one alleged Labor Code violation are allowed to pursue penalties for any number of additional alleged Labor Code violations that affected other employees and not the plaintiff).

² <https://www.linkedin.com/company/pdshlth/about/> & <https://www.pdshealth.com/>

³ <https://www.linkedin.com/in/karlee-bell-2067b1246/>



breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

Defendant has engaged in a company-wide practice and/or policy to not pay rest break premiums owed when compliant rest breaks are not provided. If and when Defendant did attempt to pay rest break premiums owed when compliant rest breaks were not provided, Defendant paid at less than the legally required rate of pay. Defendant, therefore, failed to provide Plaintiff compliant rest breaks and failed to pay the full rest break premiums due.

Unreimbursed Expenses. Defendant failed to fully reimburse Plaintiff's reasonable business expenses incurred, according to proof, including: mobile device usage costs and travel costs, including no less than 17 required off-site trainings and meetings at 2044 California Avenue, Corona, California 92881 (which is 36 miles from the worksite).

Wage Statements. Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

Final Pay. Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid rest period premium wages.

2. Violations Of The California Labor Code

Plaintiff, through their representative, intends to pursue civil penalties under PAGA against Defendant, on behalf of themselves and all Aggrieved Employees, for violations of the below provisions of the California Labor Code, based on the facts and theories set forth above:

1. **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
2. **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§ 204(a) and 204(b).
3. **Labor Code § 206.** Failure to pay all undisputedly owed wages.
4. **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 227.3, and/or 1197.5.
5. **Labor Code § 226.** Failure to provide timely and accurate wage statements.
6. **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
7. **Labor Code § 226.7.** Failure to provide rest periods and failure to provide an additional hour of pay at the regular rate of compensation in lieu of the rest periods.
8. **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
9. **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.



10. **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare Commission for conditions of labor prohibited by **Wage Order 1-2001 (or other applicable Wage Order), Section 12**, requiring an employer to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.
11. **Labor Code § 2802.** Failure to reimburse necessary business expenses.
12. **Labor Code § 2804.** Illegal business expense agreement.

This Notice shall apply without limitation to any past, present, future, or continuing violation of the California Labor Code or regulations thereunder which might be discovered as a result of reasonable and diligent investigation made pursuant to this Notice.

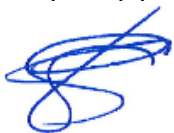
D. Conclusion

Colby Law Firm, PC believes that this Notice, including any enclosures, provides sufficient facts and theories to support each of the alleged violations. However, if any additional facts or theories to support the allegations in this Notice are required per law, please do not hesitate to contact Colby Law Firm, PC.

Please advise if the LWDA will proceed with an investigation of the allegations raised in this Notice, or if Plaintiff, through their representative, may proceed with private litigation against Defendant on behalf of Aggrieved Employees for the alleged violations in this Notice.

All legal, contractual, and equitable rights are expressly reserved and not waived.

Very truly yours,



Aaron Colby, Esq.

