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April 10, 2026

<u>For Online Filing:</u>

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: ***Lum v. Jacobson Dental Corp***

Dear Labor Commissioner,

As counsel for Garrett Lum ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Jacobson Dental Corp
1420 Rocky Ridge Drive, Suite 320
Roseville, CA 95661

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Jacobson Dental Corp ("Defendant"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all similarly situated employees, pursuant to Labor Code section 2699(a). Specifically, similarly situated employees shall include but is not limited to the following: all employees who performed work for, or continue to perform work for, Defendants in California as Dentists, Associate Dentists, Associate Doctors, Orthodontists, and/or Anesthesiologists, or similar job titles, and who were paid a daily rate, daily rate bonus, production percentage, commissions, bonuses, and/or similar payments, at any time between one (1) year prior to the filing of this notice to the present. Plaintiff experienced each of the alleged violations and, therefore, may bring claims on behalf of other similarly situated employees as identified herein.

A. FACTS

Within one (1) year prior to the filing of this notice, Plaintiff worked for Defendant as a Dentist until he was terminated on approximately September 30, 2025. Defendant classified Plaintiff and similarly situated employees as exempt employees even though they were not paid a salary. Instead of paying a true salary, Defendant paid Plaintiff and similarly situated employees a daily rate (sometimes referred to as a daily salary) plus a commission percentage (sometimes referred to as daily rate bonus, production percentage, commission, and/or bonus) based on production to the extent that amount was greater than the daily rate. The production percentage would vary depending on office location, *e.g.* 15%-20%. To the extent Plaintiff and similarly situated employees worked less than full time, either due to lack of scheduled patients or cancellations, Defendant adjusting schedules, or otherwise, the amount paid to Plaintiff and similarly situated employees would vary accordingly. There was no set weekly salary as the amounts paid always depended on the number of days worked and/or the amount of production by Plaintiff and similarly situated employees. For example, during the time Plaintiff was paid a daily rate of $1,200 he would be paid $3,600 a week if he worked three (3) days a week and would be paid $7,200 if he worked six (6) days a week. There was no regular, guaranteed weekly amount received by Plaintiff and similarly situated employees. Thus, Plaintiff and similarly situated employees were eligible for numerous wage and hour protections under the California Labor Code, including, but not limited to, being paid at least the minimum wage for all hours worked, overtime, meal and rest periods, and sick leave wages at their regular rate of pay.

To the extent Plaintiff and similarly situated employees ever used sick leave, the rate at which they were paid bore no relationship to the daily rate or their effective hourly rate. Instead, Defendant simply paid a lesser rate, *e.g.* $50 per hour, when it should have paid at least $150 per hour (the daily rate divided by 8 hours) if not more to account for the production bonuses paid to Plaintiff and similarly situated employees.

Plaintiff worked in many different locations, including but not limited to Lodi, Sacramento, Modesto, and Vacaville. Plaintiff and similarly situated employees worked more than (8) hours per day and more than forty (40) hours per week. Plaintiff and similarly situated employees did not clock in and out and Defendant did not have a time keeping system to track their hours worked. Plaintiff's and similarly situated employees were scheduled to work shifts that generally varied from nine (9) to eleven (11) hours a day and between three (3) to six (6) days per week. Plaintiff and similarly situated employees would generally report to work fifteen (15) to thirty (30) minutes prior to the start of the scheduled shift to set up, review charts, and get ready for the day. Also, Plaintiff and similarly situated employees would generally leave the office approximately fifteen (15) to twenty (20) minutes after the end of their scheduled shifts once or twice per week because sometimes patients weren't ready to leave. Plaintiff and similarly situated employees could not leave the office until all the patients left. The daily rate paid by Defendant was not intended to compensate for more than an eight (8) hour day. Thus, Defendant failed to pay Plaintiff and similarly situated employees for all hours worked, including minimum wages and overtime.

Moreover, Defendant did not provide all uninterrupted compliant meal periods to Plaintiff and similarly situated employees. Defendant scheduled patient visits back-to-back for Plaintiff and similarly situated employees. As a result, Plaintiff and similarly situated employees were generally unable to take any uninterrupted meal or rest periods unless there was a patient that cancelled their appointment and the appointment was scheduled to overlap the lunch hour or the office was just not able to fill the scheduled time. Most of the time, Plaintiff and similarly situated employees ate while working to the extent this could be accomplished outside of the patients view or clinical area. Plaintiff estimates that he took a meal period only once per week, but still usually after the fifth hour worked. Defendant did not keep record of any meal periods for Plaintiff and similarly situated employees. Defendant did not inform Plaintiff and similarly situated employees that they were entitled to a meal period for every five (5) hours of work, or before the fifth hour of work. Also, Defendant did not provide a second meal period to Plaintiff and similarly situated employees when they worked more than ten (10) hours per day. Moreover, Plaintiff and similarly situated employees were unable to take rest periods every four (4) hours or a fraction of thereof for similar reasons. Defendant did not pay Plaintiff and similarly situated employees all meal and rest period premiums owed for missed meal and rest periods and did not properly calculate the regular rate of pay for such premiums.

Plaintiff and similarly situated employees were required to utilize their personal cell phones to communicate about work related issues. Plaintiff and similarly situated employees would use their cell phones to communicate when they were on call rotation for emergency purposes, and also to communicate with managers regarding work related issues, patients, etc. Plaintiff estimates that approximately 30% of his cell phone use was for work purposes. Defendant did not reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work purposes.

Defendant failed to provide Plaintiff and similarly situated employees with all their earned sick pay based on the hours worked because Defendant did not consider Plaintiff's and similarly situated employees' actual hours worked when calculating the hourly entitlement to sick leave. As a result of such policies and the failure to properly calculate the rate at which sick leave was to be paid, Defendant failed to provide Plaintiff and similarly situated employees with all sick leave and sick leave wages owed.

As a result of Defendant's failure to pay Plaintiff and similarly situated employees all minimum wages, overtime wages, meal and rest period premiums owed, and sick leave wages, the wage statements Defendant issued were inaccurate. The paystubs that Defendant issued did not accurately itemize all hours worked and, many times, did not state any amount of hours or days worked. The wage statements also failed to accurately itemize any of the rates of pay (whether daily rates, production commissions, or otherwise), the number of meal and rest period premiums owed, and the accurate gross and net wages earned.

To date, Defendant has not paid Plaintiff and similarly situated employees all the minimum wages, overtime wages, meal and rest period premiums, and sick leave wages owed.

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B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all similarly situated employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Similarly situated employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2025; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and similarly situated employees for all hours worked. Thus, Plaintiff and similarly situated employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and similarly situated employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay all meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay all rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ." For the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and similarly situated employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, minimum wages, meal and rest period premiums, and sick leave wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and similarly situated employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that "An 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Defendant failed to pay any reimbursements for the use of personal cell phones for work purposes by Plaintiff and similarly situated employees. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1194, or 2802 of the Labor Code. As described above, Defendant, by and through Defendant's agents, violated Plaintiff and Similarly situated employees' rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Defendant's officers, directors, shareholders, and/or managing agents of Defendant were responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and similarly situated employees' wage records and hours worked. This was against the law.

Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period, and no less than forty (40) hours of accrued sick leave or paid time off by the 200th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either forty (40) hours or the equivalent of five (5) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to eighty (80) hours or the equivalent of ten (10) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. Defendant failed to provide Plaintiff and similarly situated employees with all their earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and similarly situated employees' actual hours worked in calculating the sick pay accrual for them and did not correctly calculate the rate at which sick leave must be paid. For the reasons stated above, Defendant failed to provide Plaintiff and similarly situated employees with sick leave meeting the requirements set forth in HWHFA.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: ______________________________
Justin P. Rodriguez

JPR:rk
cc: Client via e-mail

Lum v. Jacobson Dental Corp

PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150

I, [redacted], declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On April 10, 2026, I served the following documents on the party below:

- **PRIVATE ATTORNEYS GENERAL ACT LETTER**

Jacobson Dental Corp 1420 Rocky Ridge Drive, Suite 320 Roseville, CA 95661	

[XXX] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:___________.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on April 10, 2026, at Salt Lake City, Utah.

[redacted]