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September 10, 2026

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: HALMEADE, INC. d/b/a "Smile Specialist" ("Employer")

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency and the Employer

From: AMANDA KLEBS ("Employee"), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as hourly-paid, non-exempt employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employee and all other similarly situated aggrieved employees performed work for the Employer while clocked out. For example, the Employer required the Employee and all other similarly situated aggrieved employees to respond to telephone calls from clients and co-workers before and after work and during meal periods to discuss such issues as estimated time of arrival, schedule changes, and coverage needs. The Employer also required the Employee and all other similarly situated aggrieved employees to operate, maintain, and store the Employer's work vans at their places of residence after the end of their shift instead of at the Employer's facility, but did not pay for the time spent performing those tasks. The Employer also instructed the Employee and all other similarly situated aggrieved employees to clock in for their work shift upon arrival to their first assignment's location; however, when the Employee and all other similarly situated aggrieved employees were required to drive the Employer's work vans directly from their place of residence to the first client, this resulted in a much longer unpaid initial "commute" versus the regular commute to the Employer's facility, which resulted in the Employee and all other similarly situated aggrieved employees being under the Employer's control without payment therefore. As such, the Employer failed to pay all straight time wages, minimum wages, and overtime wages due for the time the Employee and all other similarly situated aggrieved employees were subject, as stated, to the Employer's control, in violation of Labor Code §§ 510, 1194, 1197, and 1198 and the applicable Industrial Wage Order. As a result, the Employer owes penalties under Labor Code §§ 2699(f) and/or 558.

Second, the Employee and all other similarly situated aggrieved employees performed work for the Employer, and sometimes worked overtime. However, the Employer failed to always pay the Employee and all other similarly situated aggrieved employees for all overtime hours worked at the appropriate overtime pay rate. As such, the Employer has violated Labor Code §§ 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, and owes penalties pursuant to Labor Code §§ 2699(f) and/or 558.

Third, the Employer paid the Employee and all other similarly situated aggrieved employees nondiscretionary pay in categories such as bonuses. However, the Employer did not consider this additional pay in the computation of the regular rate of pay to determine the correct overtime pay for the Employee and all other similarly situated aggrieved employees. As such, the Employer owes the Employee and all other similarly situated aggrieved employees unpaid overtime wages, allegedly in violation of Labor Code § 1194, and owes penalties pursuant to Labor Code §§ 2699(f) and/or 558.

Fourth, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees, as the Employee and all other similarly situated aggrieved employees did not always get full thirty minute uninterrupted meal breaks within the first five hours of their shift. As such, the Employee and all other similarly situated aggrieved employees sometimes worked over five hours but were not provided all legally compliant meal breaks. Further, the Employee and all other similarly situated aggrieved employees sometimes worked over ten hours but were not provided all legally compliant second meal breaks. The Employer did not pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512, and 516 and the applicable Industrial Wage Order § 11, and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employer failed to provide the Employee and all other similarly situated aggrieved employees with paid rest breaks, as the Employee and all other similarly situated aggrieved employees did not always get full ten minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, the Employee and all other similarly situated aggrieved employees were not always provided legally compliant rest breaks. The Employer did not pay a rest period penalty for any of these violations. As such, the Employer violated Labor Code § 226.7 and the applicable Industrial Wage Order § 12(A)/(B), and owes rest period wages and penalties pursuant to Labor Code §§ 2699(f) and/or 558.

Sixth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because the Employer allegedly failed to pay all wages as set forth above, improper paystubs were issued by the Employer to the Employee and all other similarly situated aggrieved employees, and the Employee alleges that the Employer has derivatively violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Seventh, regarding waiting time penalties, under Labor Code § 203, the Employee and all other similarly situated aggrieved employees are entitled to thirty day of wages at their regular rate of pay for the Employer's alleged failure to pay all wages due upon separation of employment. Here, because the Employer allegedly failed to pay all wages as set forth above, the Employee alleges that the Employer has derivatively violated Labor Code §§ 201-203, and owes penalties under Labor Code §§ 2699(f) and/or 203.

Eighth, also regarding wage statements, and in addition to the alleged derivative violations of Labor Code § 226 above, pursuant to Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, the Employer's wage statements to the Employee and all other similarly situated aggrieved employees did not always contain all requisite information, including but not limited to the Employer's address. As such, the Employer independently violated Labor Code § 226, and owes penalties pursuant to Labor Code §§ 2699(f) and/or 226.3.

Ninth, the Employee and all other similarly situated aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to their mobile telephones and other devices, as well as expenditures related to the Employer's vehicles and other expenses. However, the Employer failed to reimburse for these expenses. As such, the Employer violated Labor Code §§ 450 and 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all expenses reasonably incurred in the course of their required work duties, and owes penalties pursuant to Labor Code § 2699(f).

Tenth, the Employee alleges that the Employer took illegal deductions from the Employee and all other similarly situated aggrieved employees, allegedly in violation of Labor Code § 221, because the Employer took various deductions at various times that did not always appear to the Employee as being warranted, justified, and/or legal, including but not limited to regarding health insurance. As such, the Employer owes penalties pursuant to Labor Code § 2699(f).

Eleventh, the Employee alleges that the Employer violated Labor Code § 1174 regarding the Employee and all other similarly situated aggrieved employees. The Employer is required under Labor Code § 1174 to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned." However, here, the Employer had a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor Code § 1174 with regard to the Employee and all other similarly situated aggrieved employees. For example, during the last year, the Employee requested documents from the Employer under Labor Code § 1174 not once but twice, and the Employer has never complied. As such, the Employer owes penalties pursuant to Labor Code § 2699(f).

Twelfth, and finally, the Employer failed to list sick leave on the Employee's wage statement and all others similarly situated on and after July 1, 2015, in compliance with Labor Code §§ 245-249. Here, the Employer did not list any sick leave on the wage statement of the Employee and all others similarly situated. As such, the Employer owes penalties pursuant to Labor Code § 2699(f).

* * * * *

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

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Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Best,

A handwritten signature in blue ink, appearing to be "Rick Martin", written over a horizontal line.

Rick Martin
Gregg Lander

cc: (via Certified Mail)
HALMEADE, INC. d/b/a "Smile Specialist"
c/o Registered Agent for Service of Process
Wendy Maureen Taylor
21710 Appaloosa Ct.
Canyon Lake, CA 92587