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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Overtime is not calculated. The hours report lists only eight weeks (October 4 to November 22, 2025), plus an average of 55.8 hours per week for February 10 to December 19, 2025. Weekly hours for the other weeks are missing, and the report was exported by the client, not by Silverbend. Confirm that the scan-based hours reflect hours actually worked, and obtain the full-period data.
- The expense total of $13,514.87 is as read from the client-prepared summary. The receipts are not in the files received. Check the total and the receipts. The $96.00 uniform shirts go beyond the "vehicle and tool costs" in the firm notes, and the tool purchase (February 8, 2025) predates the agreement. Confirm what to include, and whether the van was used only for Silverbend work.
- Employer payroll taxes and benefits have no figures in the records, and the firm notes do not mention them. Confirm whether to claim them. They are left as placeholders.
- The client's engagement ended December 22, 2025 [dispatch_messages_and_expenses.pdf p.1], but the firm notes say he wants to be reclassified. The draft seeks reclassification for the whole engagement period. Confirm the relief sought (for example, whether reinstatement is wanted) and whether the no-retaliation demand fits.
- Idaho items to confirm: [VERIFY: Idaho test for employee or contractor status], [VERIFY: Idaho wage law remedies, including penalties, interest and attorney fees], [VERIFY: federal and Idaho limitation periods for wage claims], [VERIFY: effect of the arbitration clause or class waiver] (Section 9 requires binding individual arbitration), and the federal and Idaho overtime threshold and rate.
- Check whether any overtime exemption the company might raise applies. The sources do not address this.
- The recipient address comes from the 2025 agreement, and no ZIP is given. Confirm it is current and whether Silverbend has counsel. Mr. Ostrander signed the agreement and sent two of the messages quoted, so he is also a fact witness.
- The demand amount, response deadline, firm address, date, delivery method and the other letterhead details are placeholders.

Castellano Reyes Law Group
[ADD: firm street address]

[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Derek Ostrander
Operations Director
Silverbend Home Installs LLC
2250 Copper Mesa Boulevard
Dry Creek, Idaho [ADD: ZIP]

Re: Worker misclassification and unpaid overtime – Rafael Quintero – engagement February 10, 2025 to December 22, 2025

Dear Mr. Ostrander:

Introduction

We represent Rafael Quintero. Mr. Quintero worked for Silverbend Home Installs LLC ("Silverbend") as an appliance installer from February 10, 2025, the date of his Independent Installer Agreement, until Silverbend ended the relationship on December 22, 2025 [contractor_agreement.pdf p.1; dispatch_messages_and_expenses.pdf p.1]. Silverbend paid him as an independent contractor. We write to demand that Silverbend correct his classification and pay the amounts he is owed.

The working relationship

Mr. Quintero and Silverbend signed an "Independent Installer Agreement" dated February 10, 2025. It states that he "is an independent contractor and not an employee," that he "is responsible for all taxes," and that he "will receive an IRS Form 1099" [contractor_agreement.pdf p.1]. Silverbend, through you, signed the agreement [contractor_agreement.pdf p.1].

Pay. Section 3 provides for "a flat rate of $1,150.00 per week for all jobs completed in the week, paid every Friday by direct deposit," and states "No overtime is paid" [contractor_agreement.pdf p.1]. The records show a deposit of $1,150.00 labeled "SILVERBEND HOME INS PAYROLL" each Friday from February 14, 2025 to December 19, 2025, and none after that date [pay_and_hours_records.pdf p.1]. Silverbend's 2025 Form 1099-NEC summary reports nonemployee compensation of $51,750.00, described as 45 weekly payments of $1,150.00 [pay_and_hours_records.pdf p.1].

Hours and schedule. Section 4 requires Mr. Quintero to be available "Monday through Saturday, 7:00 a.m. to 7:00 p.m.," and to "accept all jobs dispatched through the Company app," and says declining a job "requires approval from the dispatch supervisor" [contractor_agreement.pdf p.1]. The app records clock-in and clock-out times at the first and last job scan [pay_and_hours_records.pdf p.1]. The app hours report shows the following for the weeks it lists:

Week ending	Hours	Jobs	Source
October 4, 2025	56.5	31	[pay_and_hours_records.pdf p.1]
October 11, 2025	58.0	33	[pay_and_hours_records.pdf p.1]
October 18, 2025	54.0	29	[pay_and_hours_records.pdf p.1]
October 25, 2025	57.5	32	[pay_and_hours_records.pdf p.1]
November 1, 2025	55.0	30	[pay_and_hours_records.pdf p.1]
November 8, 2025	59.5	34	[pay_and_hours_records.pdf p.1]
November 15, 2025	52.0	27	[pay_and_hours_records.pdf p.1]
November 22, 2025	61.0	35	[pay_and_hours_records.pdf p.1]

The same report shows an average of 55.8 hours per week for February 10 to December 19, 2025 [pay_and_hours_records.pdf p.1]. [ADD: weekly hours for the remaining weeks, if obtained]

Direction and control. The records show the following:

- On March 3, 2025, Dispatch Supervisor Tanya Holm told Mr. Quintero his route was seven stops, first at 7:30, and "Do not change the order." She also told him his uniform shirt "must be tucked in" and that a photo check would occur at the first stop [dispatch_messages_and_expenses.pdf p.1].
- On June 16, 2025, Ms. Holm wrote: "You declined the 6 pm job. Declines are not allowed without my OK. Next decline is a write-up" [dispatch_messages_and_expenses.pdf p.1].
- Section 5 requires the Company uniform and badge, compliance with the Company Installation Standards Manual, and Company training before the first job [contractor_agreement.pdf p.1]. The manual excerpt requires installers to follow the "Silverbend 12-step install checklist," use "Company-approved hookup kits," and complete "a quality review with a field supervisor monthly" [dispatch_messages_and_expenses.pdf p.1].
- Section 7 bars Mr. Quintero from performing appliance installation for any other company or customer [contractor_agreement.pdf p.1]. On August 22, 2025, you wrote that after hearing of a side install, "Do not do it again or we end the agreement" [dispatch_messages_and_expenses.pdf p.1].
- Section 2 describes the work as installing and hauling away home appliances "for Company customers as dispatched by Company" [contractor_agreement.pdf p.1].
- Under Section 8, Silverbend may end the agreement "at any time for any reason" [contractor_agreement.pdf p.1]. On December 22, 2025, you wrote: "We are moving to a new installer group. Your agreement ends today. Return the scanner and uniform" [dispatch_messages_and_expenses.pdf p.1].
- Under Section 6, Mr. Quintero supplied a cargo van, dolly, hand tools and fuel at his own cost. Silverbend supplied the scanner and the app [contractor_agreement.pdf p.1].

Why our client was an employee

Federal law, including the federal Fair Labor Standards Act and the IRS common-law test, and Idaho law each apply their own tests to decide whether a worker is an employee or an independent contractor. The tests generally look at the real working relationship, not the label in a contract. [VERIFY: Idaho test for employee or contractor status, which varies by state]

Applying the facts above in general terms, Silverbend set Mr. Quintero's availability window, assigned his jobs and routes, restricted his ability to decline work, and required a uniform, training, a standards manual and monthly quality reviews. It also barred him from doing installation work for anyone else, paid him a flat weekly amount, and could end the relationship at any time. The work he performed was installing appliances for Silverbend's customers, as Silverbend dispatched it. The agreement's statement that he is an independent contractor does not change how the relationship actually operated.

Employees who are not exempt are generally entitled to overtime pay for hours worked above the weekly overtime threshold. [VERIFY: federal and Idaho overtime threshold and rate] Section 3 of the agreement states that "No overtime is paid," and the records show Mr. Quintero received only the flat $1,150.00 each week [contractor_agreement.pdf p.1; pay_and_hours_records.pdf p.1]. The weeks listed above show hours of 52.0 to 61.0 per week [pay_and_hours_records.pdf p.1]. Under Idaho law, Silverbend may also be liable for additional remedies. [VERIFY: Idaho wage law remedies, including penalties, interest and attorney fees]

We are aware that Section 9 of the agreement calls for binding individual arbitration [contractor_agreement.pdf p.1]. Mr. Quintero reserves all rights and arguments regarding that provision. [VERIFY: effect of the arbitration clause or class waiver]

Amounts owed

Based on the records we have, the amounts claimed are as follows:

Item	Period	Amount	Source
Unpaid overtime	[ADD: weeks claimed]	[ADD: calculation of unpaid amounts]	[pay_and_hours_records.pdf p.1; contractor_agreement.pdf p.1]
Cargo van lease	February to December 2025	$6,820.00	[dispatch_messages_and_expenses.pdf p.1]
Fuel	February to December 2025	$5,412.37	[dispatch_messages_and_expenses.pdf p.1]
Dolly, straps and hand tools	Purchased February 8, 2025	$1,186.50	[dispatch_messages_and_expenses.pdf p.1]
Uniform replacement shirts	Purchased May 12, 2025	$96.00	[dispatch_messages_and_expenses.pdf p.1]

Item	Period	Amount	Source
Employer payroll taxes	[ADD: period]	[ADD: employer payroll tax amount]	[ADD: source]
Benefits	[ADD: period]	[ADD: benefits claimed, if any]	[ADD: source]
Total of expenses (as read from the bills)		**$13,514.87**	[dispatch_messages_and_expenses.pdf p.1]

The expense figures come from the summary prepared by Mr. Quintero, with receipts [dispatch_messages_and_expenses.pdf p.1]. The total above covers only the four expense items. The overtime, payroll tax and benefits amounts are to be added once calculated.

Demand

On behalf of Mr. Quintero, we demand that Silverbend:

- reclassify Mr. Quintero as an employee for the full period of his engagement, February 10, 2025 to December 22, 2025;
- pay [ADD: demand amount];
- provide complete time, pay and contract records for Mr. Quintero, including all app shift and hours data, payment records and dispatch communications;
- preserve all records related to Mr. Quintero and to his work, pay, classification and termination, including app data and messages;
- refrain from any retaliation against Mr. Quintero for asserting these claims; and
- respond in writing by [ADD: response deadline].

Nothing in this letter waives any of Mr. Quintero's rights, claims or remedies, all of which are reserved. Please direct all communications about this matter to our office.

Sincerely,

Miguel A. Castellano
Castellano Reyes Law Group