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April 13, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Centered Family Support Services, Inc. dba Centered Support Services
15120 Atkinson Ave
Gardena, California 90249

Re: *Dabney v. Centered Family Support Services, Inc. dba Centered Support Services*

Dear Centered Family Support Services, Inc. dba Centered Support Services:

This office represents Jazmine Dabney. 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.

Pursuant to California Labor Code §§2699 *et seq.*, we are writing to notify you of Labor Code violations affecting Ms. Dabney and similarly situated employees. This letter serves as the required notice under the Private Attorneys General Act (PAGA) and provides you with the opportunity to address these violations within the statutory period.

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 their 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 provide meal/rest breaks (or pay the statutory compensation due), to pay minimum wages, to issue accurate wage statements, to pay all wages due on termination, to reimburse business expenses, to allow inspection of employment records and unfair competition.

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 Centered Family Support Services, Inc. dba Centered Support Services. 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. FAILURE TO PROVIDE REST PERIODS

(Labor Code § 226.7; IWC Wage Order No. 5; Labor Code § 2699(f)(2))

Under California law, non-exempt employees as defined by IWC Wage Order No. 5 are entitled to a 10-minute paid rest break for every four hours worked, or major fraction thereof. Non-exempt employees are entitled to one hour of pay at their regular pay rate for each day the requisite rest periods are not provided.

Plaintiff and Class members were not provided with two 10-minute rest breaks during their shifts despite working eight-hour days. Defendant maintained a uniform policy and practice of not allowing employees to take rest breaks because employees were not allowed to leave the residents alone at the residential facility.

Although there were typically at least two employees working simultaneously on each shift at Defendant's residential facility, Defendant's policy prevented Support Staff from leaving the premises during their shifts. As a result, employees could not take compliant rest breaks.

Defendant failed to provide Plaintiff and Class members with the legally required rest breaks and failed to compensate them with one hour of pay at their regular rate for each workday that rest breaks were not provided. As a result, Plaintiff and Class members suffered damages in an amount, subject to proof, for each workday that rest periods were not provided.

B. FAILURE TO PROVIDE TIMELY MEAL PERIODS

(Labor Code §§ 226.7, 512; IWC Wage Order No. 5; Labor Code § 2699(f)(2))

Under California law, non-exempt employees as defined by IWC Wage Order No. 5 are entitled to a 30-minute off-duty meal period for each five hours worked. Non-exempt employees are entitled to one hour of pay at their regular pay rate for each day the requisite meal periods are not provided.

Plaintiff and Class members did not receive compliant 30-minute off-duty meal breaks during their shifts. Defendant may have utilized on-duty meal period agreements with employees, purporting to allow employees to remain on duty during meal periods. However, any such on-duty meal period agreements were invalid and unlawful because the nature of the work did not prevent employees from being relieved of all duty.

Specifically, Defendant's residential facilities always had at least two employees working simultaneously during each shift. Under these circumstances, one employee could have been relieved of all duty for a 30-minute meal period while the other employee remained on duty with the residents. Because Defendant's work conditions and staffing levels did not prevent employees from being relieved of all duty for meal periods, any on-duty meal period agreements executed by Defendant were not valid under California law.

Defendant's uniform policy and practice prevented Plaintiff and Class members from taking compliant off-duty meal breaks because employees were required to remain on the premises and were not allowed to leave the residents alone during their shifts. Defendant failed to provide Plaintiff and Class members with the legally required off-duty meal periods and failed to compensate them with one hour of pay at their regular rate for each workday that compliant meal periods were not provided.

C. FAILURE TO PAY MINIMUM WAGES

(Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order No. 5; Labor Code § 2699(f)(2))

Under California law, non-exempt employees as defined by IWC Wage Order No. 5 are entitled to minimum wages. Labor Code Section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission or by any applicable state or local law, and any payment of less than the minimum wage is unlawful.

Plaintiff and Class members were not paid minimum wages as a result of Defendant's failure to afford compliant meal and rest breaks. When employees did not receive legally compliant meal and rest breaks but were not paid premium pay compensation for the missed breaks, their effective hourly rate of pay fell below the required minimum wage for all hours worked.

At all times during the relevant time period, it was the practice and policy of Defendant to not pay employees minimum wages for all hours worked. Monies for unpaid minimum wages remain due and owing. Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked.

D. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226; IWC Wage Order No. 5; Labor Code § 2699(f)(2))

Pursuant to California Labor Code section 226 and IWC Wage Order No. 5, Defendant is required to maintain and provide accurate records relating to employee compensation and provide accurate itemized wage statements showing gross wages earned, all deductions, net wages earned, inclusive dates of the pay period, the name of the employee, and the name and address of the employer.

As a result of Defendant's failure to pay employees at required minimum wage rates and failure to pay premium pay for missed meal and rest breaks, the wage statements issued to the employees did not comply with Labor Code §226 and IWC Wage Order No. 5 in that they did not accurately reflect all wages earned and due and owing.

Section 226(e) provides that an employee is entitled to recover $50 for the initial pay period in which a violation occurs and $100 for each subsequent pay period, not to exceed $4,000, for violations in which the employer knowingly and intentionally failed to provide accurate itemized statements causing the employee to suffer injury. Plaintiff and Class members were damaged by these failures because the failures led them to believe that they were not entitled to minimum wages and pay for meal and rest periods not compliant, even though they were so entitled.

E. FAILURE TO PAY WAGES ON TERMINATION
(Labor Code §§ 201, 202, 203; IWC Wage Order No. 5; Labor Code § 2699(f)(2))

Labor Code § 201 provides that a discharged employee's unpaid wages are due and payable immediately. Labor Code § 202 provides that when an employee resigns from employment, unpaid wages are due and payable within 72 hours of resignation. Labor Code § 203 provides that if an employer willfully fails to pay wages as mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until paid, not to exceed thirty days.

As a further result of Defendant's failure to pay employees at required minimum wage rates and failure to pay premium pay for meal and rest breaks not compliant, when Plaintiff and Class members left their employ, they were not timely paid all wages due them, as required by Labor Code §§ 201, 202 and Wage Order No. 5.

Defendant willfully failed to pay Plaintiff and the Class all wages due them, specifically unpaid minimum wages and meal and rest break premiums. Under Labor Code § 203, Plaintiff and the Class are entitled to waiting time penalties of one day's wages for each day they were not timely paid, not to exceed 30 days' wages.

F. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Labor Code §2802; IWC Wage Order No. 5; Labor Code § 2699(f)(2))

Defendant was aware that Plaintiff and Class members were using their personal cell phones for work-related communications and work-related purposes, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Employees were required to use their personal cell phones to communicate with supervisors, clients, and other staff members regarding work matters. Additionally, Defendant required Plaintiff and Class members to use their personal cell phones to clock in and clock out through a timekeeping application as part of Defendant's timekeeping system. The use of personal cell phones for clocking in and out was mandatory and necessary for employees to record their work hours. 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.

Defendant was also aware that Plaintiff and Class members were using their personal vehicles to transport clients to different locations and to run errands for Defendant as part of their job duties, but failed to indemnify Plaintiff and Class members for their business-related vehicle expenses. Defendant did not reimburse Plaintiff and Class members for mileage, gas, or other vehicle expenses incurred in using their personal vehicles for work 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. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

G. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Labor Code §1198.5; IWC Wage Order No. 5; Labor Code § 2699(f)(2))

On or about April 13, 2026, Plaintiff's counsel issued a written request to Defendant for copies of Plaintiff's personnel and payroll records. Defendant has failed and refused to permit Plaintiff to have access to copies of her records within the statutory timeframe as required by Labor Code §1198.5 and IWC Wage Order No. 5.

As a result of Defendant's failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties in the amount of $750 per violation pursuant to Labor Code §1198.5(k).

H. UNFAIR COMPETITION
(Business & Professions Code §§17200 et seq.; Labor Code § 2699(f)(2))

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the 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. All the acts described are violations of, among other things, the Labor Code and Industrial Welfare Commission Wage Order No. 5, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§17200 et seq.

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

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 prescribed 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

Kevin A. Lipeles, Esq.