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VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Office of the General Counsel
1111 Franklin Street 8th Floor
Oakland, CA 94607

DOREEN MESTAS
C/O THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Office of the General Counsel
1111 Franklin Street 8th Floor
Oakland, CA 94607

LORENA DOUILLE
C/O THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Office of the General Counsel
1111 Franklin Street 8th Floor
Oakland, CA 94607

LIZETT MEZQUITA
C/O THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
Office of the General Counsel
1111 Franklin Street 8th Floor
Oakland, CA 94607

Re: *Rubio v. The Regents of the University of California dba UCLA Health et al.*

Dear The Regents of the University of California, Doreen Mestas, Lorena Douille, and Lizett Mezquita:

This office represents Ennovy Mia Rubio. 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. This letter is sent pursuant to the provisions of California Labor Code, §§2699, et seq.

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 et seq., including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

Defendants DOREEN MESTAS, LORENA DOUILLE, and LIZETT MEZQUITA are owners, principals, and/or managing agents of The Regents of the University of California doing business as UCLA Health and are personally liable under Labor Code section 558.1 for all wage and hour violations as they acted on behalf of the employer and violated or caused to be violated provisions regulating minimum wages and hours of work.

Plaintiff ENNOVY MIA RUBIO was employed by Defendants at UCLA Health Toluca Lake Primary Care as an Assistant Manager in Operations Management for over ten years, from March 17, 2015, through December 3, 2025. This action is on behalf of Plaintiff and other aggrieved employees to recover wages from Defendants due to Defendants' failure to pay overtime compensation, to provide compliant meal breaks and rest periods (or pay the statutory compensation due), to pay minimum wages, to reimburse business expenses, and to provide accurate wage statements.

Defendants have violated the law with respect to Plaintiff and other current and former aggrieved employees. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her and other aggrieved employees for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Defendants on behalf of herself and other aggrieved employees. 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 on behalf of herself and other aggrieved employees include, but are not limited to:

A. FAILURE TO PAY OVERTIME

(Labor Code §§510, 1194, 1198; IWC Wage Order No. 4)

Defendants intentionally and improperly failed to pay Plaintiff and other aggrieved employees overtime compensation at the rate of one and one-half times their regular rate of pay for hours worked in excess of eight (8) hours per day and forty (40) hours per week, and double-time premium pay for hours worked in excess of twelve (12) hours in a single workday. Plaintiff routinely worked approximately twelve (12) hours per day, five (5) days per week, totaling approximately sixty (60) hours per week, including approximately twenty (20) hours of overtime per week. Despite working these extensive hours, Plaintiff was misclassified as an exempt employee and was paid only her regular salary without receiving any overtime or double-time premium pay. Defendants DOREEN MESTAS, LORENA DOUILLE, and LIZETT MEZQUITA, as managing agents of The Regents of the University

of California doing business as UCLA Health, are personally liable under Labor Code section 558.1 for these overtime violations as they acted on behalf of the employer in establishing and maintaining the unlawful compensation practices.

By virtue of Defendants' unlawful failure to pay overtime wages to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§226.7, 512; IWC Wage Order No. 4)

Defendants intentionally and improperly failed to afford Plaintiff and other aggrieved employees compliant meal periods as required by law. Despite working twelve (12) hour shifts regularly, Plaintiff received only one (1) meal break per day, typically lasting one (1) hour and taken after the fifth (5th) hour of work. Defendants failed to provide Plaintiff and other aggrieved employees with a required second meal period when working shifts in excess of ten (10) hours. Moreover, Plaintiff's meal breaks were interrupted approximately ninety percent (90%) of the time. Plaintiff and other aggrieved employees were required to attend meetings scheduled during meal breaks and were required to respond to phones, emails, and text messages during meal breaks. Plaintiff and other aggrieved employees were not permitted to leave the work area or take uninterrupted meal periods. Plaintiff and other aggrieved employees did not receive premium pay for Defendants' failure to afford compliant meal periods.

By virtue of Defendants' unlawful failure to provide meal periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(Labor Code §226.7; IWC Wage Order No. 4)

Defendants intentionally and improperly failed to authorize and permit Plaintiff and other aggrieved employees to take uninterrupted ten (10) minute rest breaks for every four hours worked or major fraction thereof. Despite working twelve (12) hour shifts, Plaintiff received only two (2) rest breaks per day, each lasting approximately ten (10) minutes. Plaintiff's rest breaks were interrupted approximately ninety percent (90%) of the time as Plaintiff and other aggrieved employees were required to respond to work-related communications and attend to work duties during rest breaks. Plaintiff and other aggrieved employees did not receive premium pay for Defendants' failure to provide compliant rest periods.

By virtue of Defendants' unlawful failure to provide rest periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other

aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. FAILURE TO PAY MINIMUM WAGE

(Labor Code §§1194, 1197, 1197.1; IWC Wage Order No. 4)

Defendants willfully failed to pay Plaintiff and other aggrieved employees the applicable minimum wage. As a result of Defendants' failure to pay overtime compensation, failure to provide required meal and rest breaks, and failure to pay for all hours worked, when Plaintiff's total compensation is divided by the total hours Plaintiff actually worked (including the unpaid overtime hours), Plaintiff and other aggrieved employees were effectively paid less than the minimum wage required by California law.

By virtue of Defendants' unlawful failure to pay minimum wages to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §226)

Defendants failed to provide Plaintiff and other aggrieved employees with accurate itemized wage statements as required by Labor Code §226. Given Defendants' failure to pay overtime compensation and meal and rest break premiums, the wage statements issued to Plaintiff and other aggrieved employees failed to properly itemize the number of hours worked at the effective regular pay rates and the effective overtime pay rates. The wage statements did not accurately show all hours worked and all applicable rates, causing damages to Plaintiff and other aggrieved employees that are difficult to estimate.

By virtue of Defendants' unlawful failure to furnish accurate itemized wage statements to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

F. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Labor Code §1198.5)

Defendants failed to allow Plaintiff and other aggrieved employees to inspect and copy their employment records as required by Labor Code §1198.5. Plaintiff made a written demand for access to employment records pursuant to Labor Code §1198.5, but Defendants have refused to produce such records, denying Plaintiff and other aggrieved employees their statutory right to review their personnel files, payroll records, and other employment-related documentation.

By virtue of Defendants' unlawful failure to provide access to employment records, Plaintiff and other aggrieved employees have been required to retain legal assistance and

have incurred costs and expenses to exercise and enforce their statutory rights. Plaintiff and other aggrieved employees are entitled to penalties and attorney's fees as provided by Labor Code §1198.5.

G. UNFAIR COMPETITION

(Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from Plaintiff and other aggrieved employees and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and other aggrieved employees. All the acts described are violations of, among other things, the Labor Code and IWC Wage Order No. 4, 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 other aggrieved employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and other aggrieved employees have been deprived by means of the above-described unfair and unlawful business practices.

H. ADDITIONAL PENALTIES

(Violations of Labor Code §§201-204, 510, 512, 1194, 1197, 2802, 226.7)

Plaintiff intends 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 proscribed 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

A handwritten signature in blue ink, appearing to read 'K. Lipeles', with a stylized flourish at the end.

Kevin A. Lipeles, Esq.