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June 8, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Atascadero Children's Center
11850 Viejo Camino
Atascadero, California 93422

Re: *Hernandez-Erroa v. Atascadero Children's Center*

Dear Atascadero Children's Center:

This office represents Meagan Hernandez-Erroa. 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 a Class Action lawsuit Plaintiff is bringing, 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.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendants due to Defendants' systematic failure to: pay minimum wages, provide meal and rest breaks (or pay the statutory compensation due), issue accurate wage statements, and pay all wages upon termination.

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 Defendants 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 Atascadero Children's Center. 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. OFF THE CLOCK WORK

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 4)

Defendants were required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendants failed to pay Plaintiff and the Class for any off the clock work they performed.

Defendants required Plaintiff and the Class to regularly perform compensable tasks off-the-clock for which they did not receive any compensation. Specifically, at all times relevant, Plaintiff and Class members consistently worked hours for which they were not paid because Defendants required employees to write their hours on a handwritten timecard and were only allowed to record their scheduled hours, not their actual hours worked. As a result, Plaintiff and Class members who arrived early or who worked after the end of their scheduled shifts were required to record only their scheduled hours, regardless of actual time worked. Plaintiff worked at least 7 minutes of uncompensated off-the-clock work after clocking out each day. Plaintiff sometimes arrived prior to the start of her scheduled shift but was only permitted to record her scheduled start time.

As a result, and because they improperly treated such off-the-clock work as non-compensable, Defendants failed to compensate Plaintiff and the Class for such time.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for their off the clock work.

B. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order No. 4)

Under California law, non-exempt employees as defined by IWC Wage Order No. 4 are entitled to minimum wages for all hours worked. Plaintiff and Class members were not paid for all hours actually worked due to Defendants' policy of requiring employees to record only their scheduled hours on handwritten timecards. This policy resulted in Plaintiff and Class members performing off-the-clock work, including at least 7 minutes of post-shift work each day, for which they received no compensation, effectively reducing their hourly compensation below the required minimum wage for those uncompensated hours.

Throughout Plaintiff's employment, Defendants failed and refused to pay compensation to Plaintiff and Class Members as required by law. As a direct and proximate result of

Defendants' failure to pay minimum wages, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

C. FAILURE TO PROVIDE MEAL PERIODS
(Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4)

Defendants failed to provide compliant meal periods to Plaintiff and Class members in violation of Labor Code §§ 226.7, 512 and IWC Wage Order No. 4. Plaintiff and Class members' meal breaks were routinely interrupted and/or not compliant. Specifically, Plaintiff regularly received her meal break after the 5th hour of her shift. Plaintiff started work at 7:30 a.m. but was not permitted to take her meal break until 1:00 p.m., approximately 5.5 hours into her shift. This same pattern applied to other teachers and aides: employees who started at 8:00 a.m. or 8:30 a.m. similarly had their meal breaks pushed to approximately 2:00 p.m. Plaintiff's meal breaks were interrupted at least once a week.

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

D. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendants failed to provide compliant rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 4. Plaintiff was entitled to two 10-minute rest breaks during her 7-hour shift. However, Plaintiff did not always receive both rest breaks to which she was entitled, and her rest breaks were interrupted at least once a week. Plaintiff and Class members were at times not afforded all required rest breaks and/or their rest breaks were interrupted.

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

E. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code § 226; IWC Wage Order No. 4)

Defendants intentionally and knowingly provided Plaintiff and other members of the Class with itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class. Because Defendants required employees to record only scheduled hours on handwritten timecards rather than actual hours worked, the payments owed to Plaintiff and the members of the Class for off-the-clock work, minimum wages, and premium pay for meal and rest breaks not compliant, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to additional minimum wages and premium pay for meal and rest breaks not provided, even though they were so entitled, and these failures hindered them from determining the amounts of wages owed to them.

F. FAILURE TO PAY WAGES ON TERMINATION
(Cal. Labor Code §§ 201-203; IWC Wage Order No. 4)

Plaintiff and the Class were discharged and/or resigned from Defendants' employ and Defendants willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff and Class members were not paid for all the wages they were owed when their employment with Defendants ended. Plaintiff and Class members are still owed minimum wages, premium pay for failure to afford compliant meal and rest breaks, and other wages.

G. UNFAIR COMPETITION
(Cal. 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 the Class and have 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 applicable Industrial Welfare Commission Wage Orders, 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 Defendants have 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 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.