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July 7, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Community Health Centers of the Central Coast, Inc.
2050 S. Blosser Rd.
Santa Maria, California 93458

Re: *Velazquez v. Community Health Centers of the Central Coast, Inc.*

Dear Community Health Centers of the Central Coast, Inc.:

This office represents Maria Luisa Velazquez. 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 overtime, minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, pay wages on termination, and to reimburse business expenses 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 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 Community Health Centers of the Central Coast, Inc. 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 pre- and post-shift 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 Plaintiff and the Class members were required to wait in line for the single time clock by the employee entrance to become available in order to clock in or out. Plaintiff typically had to wait between 1 and 3 minutes in line approximately 4 to 5 times to log the start of her shifts.

Further, Plaintiff and Class members engaged in post-shift work activities when off the clock. Plaintiff was required to clock out and continue performing post-shift work on approximately 4 to 5 occasions for between 45 minutes to 1 hour, of which Defendants' management was aware.

Additionally, Plaintiff and Class members were required to use their personal cell phones off the clock for work-related activities, including receiving and responding to work-related communications from Defendants' management.

As a result, and because Defendants improperly treated such pre- and post-shift activities 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 PREMIUM OVERTIME WAGES DUE

(Cal. Labor Code §§ 510, 558, 1194, 1194.3, 1198; IWC Wage Order No. 4)

Under California law, non-exempt employees as defined by Wage Order No. 4, are entitled to premium wages for overtime worked. Plaintiff and Class members engaged in off the clock work. Plaintiff and Class members were not paid overtime for their off the clock work.

As a result, during this period, it was the practice and policy of Defendants to not pay employees at appropriate overtime rates. Monies for unpaid overtime remain due and owing.

Throughout Plaintiff's employment, Defendants failed and refused to pay compensation to Plaintiff and Class Members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendants' failure and refusal to pay overtime, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

C. FAILURE TO PAY MINIMUM WAGES

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

Defendants failed to satisfy minimum wage requirements. As a result of not being afforded compliant meal breaks/rest breaks, and as a result of off-the-clock work which was not compensated, Plaintiff and members of the Class were paid less than minimum wage. This resulted in Defendants' failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order No. 4.

D. FAILURE TO PROVIDE MEAL PERIODS

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

Defendants failed to provide compliant meal periods to Plaintiff and Class members in violation of Labor Code § 226.7 and Wage Order No. 4. Plaintiff's meal breaks were interrupted on approximately 2 to 3 occasions, were afforded late on approximately 3 to 4 occasions, and Plaintiff was required to work during her meal breaks on approximately 10 occasions. Additionally, Defendants required Plaintiff to drive from a training site to the office during her meal breaks, clocking out at the training site and clocking back in at the office, preventing Plaintiff from having a true off-duty meal period.

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.

E. 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 Wage Order No. 4. Plaintiff and Class members' rest breaks were interrupted on approximately 3 to 5 occasions. Defendants did not pay rest break premiums to Plaintiff and the Class for these rest break violations.

By virtue of Defendants' unlawful failure to provide compliant rest periods to the 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.

F. 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 in that the payments owed to Plaintiff and the members of the Class for overtime wages, minimum wages, and premium pay for meal and rest periods not properly afforded, 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 overtime wages, minimum wages, and premium pay for meal/rest periods not provided, even though they were so entitled, and these failures hindered them from determining the amounts of wages owed to them.

G. FAILURE TO PAY WAGES ON TERMINATION

(Cal. Labor Code §§ 201-203)

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

Plaintiff was not paid for all the wages she was owed when her employment with Defendants ended. Plaintiff resigned on December 23, 2025, and her final wages were not timely paid within the time required by California Labor Code section 202. Plaintiff and Class members are still owed wages for overtime compensation, minimum wages, and premium pay for failure to afford compliant meal/rest breaks and other wages.

H. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Cal. Labor Code § 2802)

Defendants were aware that Plaintiff and Class members were using their personal cell phones for work-related activities, including two-factor authentication, work-related emails, and taking photos of the schedule, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code § 2802. Additionally, Defendants required Plaintiff and Class members to use their personal vehicles to drive between worksites for trainings and work-related activities during working hours. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendants maintained a practice of not reimbursing Plaintiff and Class members for their work-related cell phone expenses and failing to fully reimburse Plaintiff and Class members for all vehicle expenses incurred in the discharge of their duties.

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.

I. 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 the 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 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'.

Kevin A. Lipeles, Esq.