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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.

- 2 citations could not be confirmed against the uploaded files (wrong page, or an amount or date not found on that page). They are marked [VERIFY: citation not confirmed].
- Claim filing date is not in the file. Only the insurer's July 22, 2025 acknowledgment and the last four digits of the claim number (6620) appear. Confirm the filing date and full claim number, and confirm the accepted status is still current.
- Both New Mexico rules (retaliation protections and remedies; filing deadline and forum) are marked [VERIFY] in the State rules section. No statute, deadline or cap was in the sources. Confirm any deadline running from the October 17, 2025 termination.
- Damages are shown as read from the pay statements. No total is computed, and the wage-loss rows are placeholders. Calculate the post-August 11 wage differential and the post-termination loss. Consider an offset against wage benefits on the accepted claim, which other counsel handles. No benefit payment records are in the file. The July 6 to July 13, 2025 pay period covers only eight days, so check which pre-injury period to use as the baseline.
- The December 1, 2025 full-duty release and "no new job as of January 12, 2026" come from a client note in pay_records.pdf, not from a clinic record or a job-search log. Obtain documentation.
- The Tuesday and Thursday 8:00 a.m. therapy schedule appears only in the October 6, 2025 clinic report. The August 4 report says only "twice weekly." Compare the write-up dates (September 9, 11 and 16; October 7 and 9, 2025) with PT attendance records. The statement that he gave Javier Ortiz his therapy schedule on August 11 is only the client's comment on the write-up.
- The Kenny Baca statement (November 3, 2025) is quoted in the letter. The file does not show whether it is signed or sworn, or whether Mr. Baca is still employed there. Decide whether to disclose it at this stage.
- The file does not identify who wrote the attendance write-ups. It has no information on how other employees' attendance was handled. Both are placeholders.
- The recipient address is the shop location from the injury report. Confirm the mailing address, ZIP, and whether the employer has counsel or a registered agent.
- The notes ask for reinstatement "at his old pay." The letter demands the $21.00 hourly rate. Confirm whether to also demand restoration of the prior 45-hour schedule and overtime.

Arroyo Benavidez Law, P.C.
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Ray Cordova, Owner
Mesa Grande Tire & Auto Inc.
3300 Piñon Flats Road
Sandoval Wells, New Mexico [ADD: ZIP] [injury_report_and_claim.pdf p.1]

Re: Demand regarding the termination of Andres Salcido following his workers' compensation claim; High Desert Casualty Insurance Company claim no. ending 6620; date of injury July 14, 2025

Dear Ray Cordova:

Introduction

We represent Andres Salcido, who worked for Mesa Grande Tire & Auto Inc. as a Tire and Lube Technician from his hire date of January 20, 2025 until his termination on October 17, 2025 [schedule_and_termination.pdf p.1]. Mr. Salcido's workers' compensation benefits claim is being handled by other counsel [firm notes]. This letter concerns only Mesa Grande's treatment of Mr. Salcido after he reported his injury and his claim was filed. Please direct all communications about this matter to our office.

The injury and the claim

On July 14, 2025, at about 10:15 a.m., Mr. Salcido injured his right shoulder while lifting a truck tire and wheel onto the balancer. He reported the injury to Shop Supervisor Javier Ortiz at 10:30 a.m. the same day, and Mesa Grande sent him to Sandoval Wells Occupational Health [injury_report_and_claim.pdf p.1].

On July 22, 2025, High Desert Casualty Insurance Company acknowledged the claim and listed its status as "Accepted, medical and wage benefits" [injury_report_and_claim.pdf p.1]. The claim was filed on [ADD: date workers' compensation claim was filed].

An MRI on August 4, 2025 showed a partial thickness rotator cuff tear. The clinic released Mr. Salcido to light duty effective August 11, 2025, with no lifting over 10 pounds with the right arm, no overhead work, and physical therapy twice weekly [injury_report_and_claim.pdf p.1]. On October 6, 2025, the clinic reported that he was improving, continued the light-duty restrictions, and listed therapy on Tuesday and Thursday mornings at 8:00 a.m. [injury_report_and_claim.pdf p.1].

Timeline

Date	Event	Source
January 20, 2025	Mr. Salcido's hire date	[schedule_and_termination.pdf p.1]
June 30, 2025	Performance review by Javier Ortiz: "Fast and careful. Best alignment numbers in the shop." Rating: Exceeds	[schedule_and_termination.pdf p.1]
Before July 14, 2025	Prior discipline: none	[schedule_and_termination.pdf p.1]
July 14, 2025	Injury at about 10:15 a.m.; reported to Javier Ortiz at 10:30 a.m.	[injury_report_and_claim.pdf p.1]
July 22, 2025	Insurer acknowledges claim; medical and wage benefits accepted	[injury_report_and_claim.pdf p.1]
August 4, 2025	MRI shows partial thickness rotator cuff tear; light duty from August 11, 2025	[injury_report_and_claim.pdf p.1]
August 8, 2025	Text from Ray Cordova: "Light duty means front counter only, 25 hours a week. We don't have more for you. Also your claim is going to raise our premium, just so you know."	[schedule_and_termination.pdf p.1]
August 11, 2025	Schedule change effective: 45 hours per week in the tire bay changed to 25 hours per week at the front counter; rate unchanged at $21.00 per hour	[schedule_and_termination.pdf p.1]
August 2025 (day not specified)	According to Kenny Baca, Mr. Cordova told the crew that Mr. Salcido "cost us money with that claim" and that he was "not going to keep people who file"	[schedule_and_termination.pdf p.1]
September 16, 2025	First attendance write-up (late arrivals September 9, 11 and 16)	[schedule_and_termination.pdf p.1]
October 9, 2025	Second attendance write-up (late arrivals October 7 and 9)	[schedule_and_termination.pdf p.1]
October 17, 2025	Termination letter signed by Ray Cordova	[schedule_and_termination.pdf p.1]

The adverse action

Mr. Salcido's hours were cut from 45 to 25 per week effective August 11, 2025, and he was moved from the tire bay to the front counter. His employment was terminated on October 17, 2025. The termination letter, signed by you as owner, states that he was terminated "for repeated attendance violations after two written warnings" [schedule_and_termination.pdf p.1]. The author of the two write-ups is [ADD: name of person who issued the write-ups].

We do not speculate about anyone's motives. The following facts, all from Mesa Grande's own records and from a witness statement, bear on the reason given:

- Before July 14, 2025, Mr. Salcido's personnel file shows no discipline. His June 30, 2025 review, written by Mr. Ortiz, rated him "Exceeds" [schedule_and_termination.pdf p.1].

- Each write-up records Mr. Salcido's comment that the late arrivals were due to physical therapy. On the September 16, 2025 write-up he wrote that he had given Mr. Ortiz his therapy schedule on August 11, 2025. On the October 9, 2025 write-up he wrote "Therapy appointments, same as before" [schedule_and_termination.pdf p.1].
- Mr. Salcido's work status reports show that physical therapy was part of his medical treatment for the work injury. The October 6, 2025 report lists therapy on Tuesday and Thursday mornings at 8:00 a.m. [injury_report_and_claim.pdf p.1]. The therapy attendance records for September 9, 11 and 16 and October 7 and 9, 2025 are [ADD: physical therapy attendance records for the dates in the write-ups].
- On August 8, 2025, you wrote to Mr. Salcido that "your claim is going to raise our premium" [schedule_and_termination.pdf p.1].
- Kenny Baca, the witness listed on the injury report, gave a statement dated November 3, 2025. It says that in August 2025 you told the crew that Mr. Salcido "cost us money with that claim" and that you were "not going to keep people who file" [schedule_and_termination.pdf p.1; injury_report_and_claim.pdf p.1].
- Mesa Grande's treatment of other employees with attendance issues is [ADD: information on how attendance policy was applied to other employees].

Our client's position is that the reduction in his hours and his termination followed his report of a work injury and his workers' compensation claim, and that they were retaliation for it.

Damages

Mr. Salcido was paid $21.00 per hour, with overtime at $31.50 per hour [pay_records.pdf p.1]. The pay statements show the following gross earnings before and after the August 11, 2025 schedule change. We list them as read from the statements.

Item	Period	Amount	Source
Gross pay before injury (80.00 regular hours, 10.00 overtime hours)	June 22 to July 5, 2025	$1,995.00	[pay_records.pdf p.1]
Gross pay before injury (40.00 regular hours, 5.00 overtime hours)	July 6 to July 13, 2025	$997.50	[pay_records.pdf p.1]
Gross pay after schedule change (50.00 regular hours)	August 10 to August 23, 2025	$1,050.00	[pay_records.pdf p.1]
Gross pay after schedule change (50.00 regular hours)	August 24 to September 6, 2025	$1,050.00	[pay_records.pdf p.1]
Gross pay after schedule change (48.50 regular hours)	September 7 to September 20, 2025	$1,018.50	[pay_records.pdf p.1]
Gross pay after schedule change (50.00 regular hours)	September 21 to October 4, 2025	$1,050.00	[pay_records.pdf p.1]

Item	Period	Amount	Source
Gross pay, final period (42.00 regular hours)	October 5 to October 17, 2025	$882.00	[pay_records.pdf p.1]
Employer health contribution, coverage ended October 31, 2025	From November 1, 2025	$410.00 per month	[pay_records.pdf p.1] [VERIFY: citation not confirmed]
Lost earnings from reduction in hours	August 11 to October 17, 2025	[ADD: amount]	[ADD: calculation basis]
Lost earnings after termination	October 18, 2025 to [ADD: end date]	[ADD: amount]	[ADD: calculation basis]
Lost employer health contribution	November 1, 2025 to [ADD: end date]	[ADD: amount]	[pay_records.pdf p.1] [VERIFY: citation not confirmed]

Total: [ADD: total lost wages and benefits]

Mr. Salcido was released to full duty by Sandoval Wells Occupational Health on December 1, 2025, and had not found new employment as of January 12, 2026 [pay_records.pdf p.1].

Demand

On behalf of Mr. Salcido, we demand that Mesa Grande:

- Reinstate Mr. Salcido to his former position as Tire and Lube Technician at his prior rate of pay of $21.00 per hour [firm notes; pay_records.pdf p.1].
- Pay Mr. Salcido [ADD: demand amount] for his lost wages and benefits.
- Respond to this letter in writing by [ADD: response deadline].

We also ask that Mesa Grande preserve all documents and electronic information relating to Mr. Salcido, including:

- his complete personnel file, time and attendance records, and schedule records;
- the September 16, 2025 and October 9, 2025 write-ups, and any drafts or notes about them;
- all records of the decision to reduce his hours and to terminate his employment, including who took part in those decisions;
- all communications, including text messages, concerning his injury, his claim, his light-duty work, his hours, his discipline or his termination;
- all correspondence with High Desert Casualty Insurance Company or any broker concerning the claim and its effect on premiums; and
- records showing how attendance rules were applied to other employees.

This letter is not a complete statement of Mr. Salcido's claims, and he reserves all rights and remedies.

State rules

Retaliation protections, remedies and filing deadlines for workers' compensation retaliation vary by state. New Mexico law governs here. [VERIFY: New Mexico rule on workers' compensation retaliation and available remedies] [VERIFY: New Mexico filing deadline and forum for retaliation claims]

If we do not receive a response by the deadline above, we will advise Mr. Salcido on pursuing the remedies available to him.

Sincerely,

Cristina M. Arroyo
Arroyo Benavidez Law, P.C.