



HAULK & HERRERA LLP

Attorneys at Law

Matthew A. Haulk, Esq.
mhaulk@hhemploymentlaw.com
Jose M. Herrera, Esq.
jherrera@hhemploymentlaw.com

100 Pine Street, Suite 1250
San Francisco, CA 94111-5235
Telephone: 415.745.3219
www.hhemploymentlaw.com

July 28, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Saya Hrosar (“**Plaintiff**”) with respect to Plaintiff’s claims against Cura Bona LLC dba Homewatch Caregivers of Santa Rosa (“**Defendant**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff Saya Hrosar was employed by Defendant Cura Bona LLC, doing business as Homewatch CareGivers of Santa Rosa, until her termination on or about June 23, 2025. Plaintiff held a non-exempt, hourly position and frequently used her personal vehicle to fulfill job duties in the field. Despite this, at no time was Plaintiff advised—either at hire or in writing—that use of a personal vehicle was a condition of employment.



In April 2025, Plaintiff disclosed to her employer that she was pregnant. On May 23, 2025, she submitted a formal pregnancy accommodation letter from her healthcare provider, requesting reasonable modifications including no lifting over 20 pounds, scheduled breaks, access to water and restrooms, and protection from unsafe work environments.

Following this disclosure and request for accommodations, Plaintiff experienced an immediate and retaliatory shift in the terms and conditions of her employment. She was repeatedly assigned to last-minute field shifts in unsafe or unsanitary environments. These assignments directly violated her medical restrictions. When Plaintiff objected, her supervisor attempted to discipline her for insubordination and refused to provide a copy of the alleged write-up.

After submitting her accommodation letter, Plaintiff was also assigned duties beyond the scope of her original job description, including quality assurance visits for veteran clients. Her supervisor further failed to honor the accommodation's directive for regular breaks and hydration access, despite her known pregnancy status.

On June 18, 2025, Plaintiff informed her supervisor that due to safety concerns, she could no longer use her personal vehicle—on which she had already accrued over 9,000 work-related miles—until maintenance could be completed. She asked whether the company could contribute to the costs. Her supervisor refused and stated that if Plaintiff could not use her car, it would be considered a resignation. On June 23, 2025, Plaintiff followed up in writing to reiterate that she was not resigning. Hours later, she was fired. Management falsely characterized her written clarification as a “threat.”

Plaintiff's termination came just one month after she disclosed her pregnancy and formally requested accommodations, and just days after she attempted to invoke her rights concerning expense reimbursement and workplace safety. Plaintiff was retaliated against for engaging in protected activity under California's Fair Employment and Housing Act (FEHA), including her requests for pregnancy-related accommodations and her opposition to unsafe or discriminatory working conditions.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.



b) **Meal/Rest Breaks (Failure to Provide)**: Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay)**: Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals)**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations**: Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse**: Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order**: As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.



H A U L K & H E R R E R A L L P

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Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Cura Bona LLC dba Homewatch Caregivers of Santa Rosa - *via Certified Mail/Return
Receipt Requested*