

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 1, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Nancy Haskell v. Home Care Stay SF, Inc., dba Right at Home*

To Whom It May Concern:

Please be advised that this law firm represents Nancy Haskell (“Ms. Haskell”) in claims arising from her employment with Home Care Stay SF, Inc. dba Right at Home, a California Corporation and Does 1 through 100 (collectively, “Defendants”). Ms. Haskell is an “aggrieved employee” within the meaning of Labor Code § 2699.3 as to all of the violations alleged herein. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all individuals classified by Defendants as independent contractors who worked in California during the one year immediately preceding the date of this letter through the present.

Defendants provide in-home health care services for the elderly throughout California. Ms. Haskell has been employed by Defendants in the non-exempt position of “Caregiver” from approximately June 2020 to the present. Ms. Haskell has been on a medical leave of absence since approximately August 3, 2024. Ms. Haskell’s primary job duties include meal preparation, transfers and transportation, hygiene, dressing, household management, cleaning, and other activities to assist patients in their daily lives.

During Ms. Haskell’s employment with Defendants, Defendants regularly, systematically, and impermissibly round and/or truncate the hours worked by non-exempt employees in Defendants’ favor, which resulted, over a period of time, in the failure to properly compensate them, including Ms. Haskell, for all hours worked, thereby depriving them of all required minimum and overtime wages earned. Specifically, Defendants require Ms. Haskell and other aggrieved employees to clock in and out using a call-in phone system, which requires Ms. Haskell and other aggrieved employees to leave a voicemail with their scheduled work hours at the beginning and the end of their shifts, but Defendants’ timekeeping system fails to pay Ms. Haskell and other aggrieved employees for all hours worked “on-the-clock,” whether by rounding and/or truncating of hours. Further, Defendants’ rounding mechanism is not even-handed over time, as is required to be lawful.

Therefore, Ms. Haskell and other aggrieved employees are not compensated for all hours actually worked, depriving them of all required minimum and overtime wages earned.

Defendants have failed to pay Ms. Haskell and other aggrieved employees for all hours actually worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants failed to pay Ms. Haskell and other aggrieved employees for their time spent traveling to, from, and between, their assigned job sites. As a result of Defendants' unlawful practices, Ms. Haskell and other aggrieved employees are not compensated for all minimum and overtime wages earned.

Defendants also fail to provide Ms. Haskell and other aggrieved employees with all required meal periods because, upon information and belief, Defendants do not maintain a lawful meal period policy and fail to provide duty-free meal periods to Ms. Haskell and other aggrieved employees. Instead, Defendants require Ms. Haskell and other aggrieved employees to remain with the client at all times during their scheduled shifts, and do not allow Ms. Haskell and other aggrieved employees to leave the home or the clients unattended. As a result, Ms. Haskell and other aggrieved employees are required to forego their meal periods altogether. Upon information and belief, Defendants did not obtain written on-duty meal agreements with Ms. Haskell and other aggrieved employees. Additionally, despite Defendants' failure to provide Ms. Haskell and other aggrieved employees with all meal periods to which they are legally entitled due to Defendants' uniform and unlawful policies and/or practices, Defendants never provide Ms. Haskell and other aggrieved employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

Defendants also fail to authorize and permit Ms. Haskell and other aggrieved employees to take all required duty-free rest periods. Defendants do not maintain a lawful rest period policy and require that Ms. Haskell and other aggrieved employees remain on duty at all times during their shift. As a result, Defendants do not permit any duty-free rest periods during Ms. Haskell's and other aggrieved employees' shifts, regardless of shift length. Additionally, despite Defendants' failure to provide Ms. Haskell and other aggrieved employees with all rest periods to which they are legally entitled due to Defendants' uniform and unlawful policies and/or practices, Defendants never provide Ms. Haskell and other aggrieved employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7

Defendants also require Ms. Haskell and other aggrieved employees to provide their own supplies necessary to perform their job duties without reimbursing them for their expenses. Specifically, Defendants require Ms. Haskell and other aggrieved employees to use their personal cellular phones to communicate with supervisors, make calls for residents, and receive patient files via text messages. Upon information and belief, Defendants never reimbursed Ms. Haskell and other non-exempt employees for a reasonable portion of their cellular phone expenses, as mandated by *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code § 2802.

As a result of Defendants' failure to pay all minimum and overtime wages as well as meal and rest period premium wages owed, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Ms. Haskell and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 15 ("Wage Order 15"):

Minimum Wage Violations

Wage Order 15, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants have failed to conform their pay practices to the requirements of the law by failing to pay Ms. Haskell and other aggrieved employees for all hours worked including, but not limited to, all hours they are subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 15.

Overtime Wage Violations

Defendants were required to properly pay Ms. Haskell and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 15. Wage Order 15, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 15, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Ms. Haskell and other aggrieved employees to work overtime hours but did not compensate Ms. Haskell or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Meal Period Violations

As alleged above, Defendants have failed to provide Ms. Haskell and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 15, § 11. As a result, Ms. Haskell and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee

one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."").

Rest Period Violations

As described above, Defendants have also failed to authorize and permit Ms. Haskell and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 15, § 12. As a result, Ms. Haskell and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Ms. Haskell and other aggrieved employees for all necessary business expenses incurred, including, among other things, personal cellular phone usage and the purchase of necessary tools. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Ms. Haskell and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, have failed to furnish Ms. Haskell and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Ms. Haskell and other aggrieved employees with complete and accurate itemized wage statements have resulted in actual injury, as said failures have led to, among other things, the non-payment of all minimum wages, as well as meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Ms. Haskell will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Haskell own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Haskell and other aggrieved employees the statutory minimum wage for all hours worked;

- b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Haskell and other aggrieved employees all earned overtime compensation;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558, by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Haskell and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Haskell and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Ms. Haskell and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Haskell and other aggrieved employees for all work-related expenses incurred;
- f. Defendants violated Labor Code § 226 by failing to furnish Ms. Haskell and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Haskell and aggrieved employees; and
- h. Defendants violated Labor Code § 204 by failing to pay Ms. Haskell and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read "F.W. Schmidt", is written over a horizontal line.

Fletcher W. Schmidt, Esq.

Cc: Home Care Stay SF, Inc., c/o Frank Billante, Agent for Service of Process, 74040 Highway 111, Ste. J, Palm Desert, CA 92260