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September 15, 2025

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
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(510) 622-3273

**RE: JOSHUA LAWRENCE AUSBORNE v. LEGACY HEALTH MANAGEMENT
LLC, CLEARPATH FOUNDATION, BLUE WAVE HOSPICE INC.**
PRIVATE ATTORNEY GENERAL ACT (Our File No. 23531)

To Whom It May Concern:

Please be informed that LEGACY HEALTH MANAGEMENT LLC, CLEARPATH FOUNDATION, BLUE WAVE HOSPICE (referred to as “Respondents”), doing business at 9421 Hickory Ave., city of Hesperia, in the County of San Bernardino, State of California, and any other employers or person(s) acting on behalf of Respondents as such phrase is used under Labor Code sections 558 and 558.1, including Mark Mesias and Tara Hamilton, have committed and/or caused to be committed Labor Code violations against our client, Joshua Lawrence, as well as other employees working for Respondents within the past four years, including all of Respondents’ other locations within California.

Respondents are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”). Our client worked for Respondents as a caretaker from on or about March 1, 2024 to on or about January 31, 2025. Respondents misclassified our client as an independent contractor and failed to pay our client wages when due, failed to pay our client overtime compensation, failed to provide meal and rest periods to our client, failed to maintain complete and accurate time records, failed to provide accurate itemized wage statements to our client, failed to provide sick pay, failed to provide timely payment of wages, and retaliated against our client for engaging in the protected activity of reporting Respondents’ Labor Code violations.

Our client may represent all other potentially aggrieved employees who were subjected to the same labor code violations as follows:

Respondents violated Labor Code §510 because it failed to pay our client and/or other aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment. Our client worked approximately three days per week for approximately 12 hours per day, and was paid his hourly wage rate for all hours, with no overtime premium.

Respondents violated Labor Code § 512 because it failed to provide our client and/or other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. Respondents failed to affirmatively advise of the right to take statutory meal periods, regularly interrupted meal periods, and/or did not completely relieve all duty during said meal periods. Respondents did not pay our client and/or other aggrieved employees one (1) additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided. Moreover, Respondents did not have adequate written policies or practices providing meal periods, did not have adequate policies or practices regarding the timing of meal periods, and did not have adequate policies or practices to verify whether our client and/or other aggrieved employees were taking their required meal periods.

Respondents violated Labor Code § 226.7 because it failed to provide our client and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondents failed to affirmatively advise our client and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our client's rest breaks, and/or did not completely relieve our client of all duty during said rest breaks. Respondents did not pay our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest breaks was not provided. Moreover, Respondents did not have adequate policies or practices permitting or authorizing rest periods, did not have adequate policies or practices regarding the timing of rest periods, and did not have adequate policies or practices to verify whether our client and/or other aggrieved employees were taking their required rest periods.

Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded. The Respondents did not keep such records. As a result of Respondents' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, our client and/or other aggrieved employees have suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Our client was not provided with any paystubs at all during the entirety of his employment. Thus, Respondents violated Labor Code §§ 226(a)(1), (2), (4), (5), (6), (7), (8) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized

wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5) net wages earned, (6) the period for which the employee is paid; (7) the name of the employee and the last four digits of the employee's social security number or employee identification number; (8) the name of address of the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Respondents violated Labor Code § 203 because it willfully failed to pay our client and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include regular wages earned but not paid, overtime wages, meal/rest period compensation, and all wages due and owing at the end of employment described above.

Respondents violated Labor Code §204 because it failed to pay our client and/or other aggrieved employees accrued wages and other compensation on the payday designated by Respondents. These wages refer to, at a minimum, overtime compensation, and meal and rest period compensation that Respondents should have paid within the time restraints of Labor Code §204. Respondents consistently paid our client late, well beyond the payday designated by Respondent, and would often pay him via checks that would bounce due to insufficient funds.

Respondents violated Labor Code §246 because it failed to provide our client and its other employees with paid sick leave. Our client worked for Respondents for more than 30 days and was entitled to accrue paid sick leave at the rate of 1 hour for every 30 hours worked. Our client and/or other aggrieved employees did not accrue any paid sick leave at all, and if they took time off from work that would have qualified as sick leave, received no wages for this time period.

Please take further notice pursuant to Labor Code § 2699.3(c) Respondents violated Labor Code § 226.8 because it willfully misclassified our client and/or other aggrieved employees as independent contractors instead of as employees. Our client was provided all the tools he needed to perform his job, he was told what days and hours to work, was paid at an hourly rate, had no ability to turn down job assignments. Employers had the right to discipline our client, and terminated our client's employment.

Respondents violated Labor Code §§ 98.6 and 1102.5 because it retaliated against our client and/or other aggrieved employees for complaining that they are owed unpaid wages and for exercising or requesting to exercise their rights under the Labor Code.

Respondents may have the right to cure certain violations and/or reduce certain civil penalties pursuant to Labor Code § 2699.5 et seq. and 2699.3 et seq.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 558, 226.3.

Respondents' violations of 8 Code of Regulations § 11050, Industrial Welfare Commission Order No. 5-2001, Labor Code §§ 201-203, 204, 210, 221, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2699, 98.6, 1102.5, and other applicable provisions, as alleged herein (i.e. Respondents failed to pay wages when due, AND/OR has failed to pay overtime wages, AND/OR has failed to provide meal periods, AND/OR has failed to provide rest breaks, AND/OR has failed to provide timely and accurate itemized wage and hour statements, AND/OR failed to maintain complete and accurate time records AND/OR has failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment AND/OR had failed to pay sick leave) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that he and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondents, on behalf of himself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Respectfully,

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

Andreea Bickford
Andreea Bickford
Attorney at Law