# THE MARKHAM LAW FIRM

• 888 Prospect Street, Suite 200 • La Jolla, California 92037 •
• Phone: (619) 399-3995• Fax: (619) 323-1684 •
• Email: *contact@markham-law.com* •

October 15, 2025

**Via Online Filing:**
*https://dir.govfa.net/411*
Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

Re: Wage/Hour Claims of STACY L. GRIMSON ("Employee"), on behalf of all similarly situated aggrieved employees in California against PROVIDENT CARE, INC., a California Corporation ("Provident Care" or "Employer")

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3**

To: PAGA Administrator, California Labor and Workforce Development Agency ("LWDA")

From: Stacy L. Grimson, on behalf of all similarly situated aggrieved employees of Provident Care in California, who were subjected to the wage and hour practices as set forth below

Pursuant to California Labor Code § 2699.3, this letter is intended to provide written notice that Stacy Grimson ("Employee") intends to file a representative civil action pursuant to California Labor Code § 2699. The provisions of the California Labor Code that have been violated, including the facts and theories to support the alleged violations, are set forth below. For a detailed description of Employee's factual and legal allegations, please see the attached class action complaint in this action filed in the Superior Court of California, County of San Joaquin (**Exhibit A**), which will subsequently be amended to add claims under PAGA.

Ms. Grimson is a resident of California. She was employed at Defendant's location in Modesto, California, from approximately June 2024 to August 2025, as an In-Home Health Care Worker. Employee's job duties included, but were not limited to, driving to client residences and other onsite locations to provide non-medical senior home care services; promptly responding to work assignments and communications from the employer; and maintaining professionalism when interacting with clients and their families. Employee was responsible for assisting clients with daily living activities, bathing, meal-prepping, house cleaning, hourly in-bed rotations, changing clothes, and monitoring their well-being, and ensuring services were delivered in accordance with care plans. In performing these duties, Employee was expected to arrive on time for scheduled visits, adhere to established care protocols, follow proper procedures for reporting issues or changes in a client's condition, complete required training, and manage tools, supplies, and equipment necessary for client care. The clients Employee served were located throughout Central California.

Employee typically worked 7.5-8 hours per shift, or more, six days per week.

Provident Care employs/employed numerous non-exempt, hourly-paid In-Home Health Care Workers and similar job duties and/or job titles, at Employer's locations in California, which are the aggrieved employees in this proposed action. During the relevant time period, the Employer utilized consistent policies and procedures regarding aggrieved employees in violation of Labor Code §§201, 202, 203, 204, 218, 226, 226.7, 256, 510, 512, 558, 558.1 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198 and 1199 as follows:

First, Employer did not pay aggrieved employees for all hours worked. Employee worked through meal periods and responded to interruptions during meal periods and stayed later at locations when required, without compensation for all hours worked and for all time owed, including all overtime. As such, in violation of Labor Code §§ 510(a), 1194, 1998 and the applicable Industrial Wage Order(s), the Employer, by failing to pay aggrieved employees for all hours worked, failed to pay all straight time and/or overtime wages due.

Second, Employer's policies and procedures prevented aggrieved employees from taking timely and uninterrupted meal breaks. Labor Code § 512 states that "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of at least 30 minutes…" Employer failed to provide Employee with timely and off–duty meal periods of at least 30 minutes, in violation of California law. Employee was frequently not provided and worked through meal periods. Aggrieved employees were not paid meal break premiums in violation of Labor Code § 226.7(c).

Additionally, Employer failed to provide aggrieved employees with timely and off–duty meal periods on shifts over 10 hours, in violation of California law. When Employee worked shifts of over 10 hours she was entitled to a second 30-minute uninterrupted meal period. However, Employee was not provided with one. Employee did not sign a meal break waiver nor any other similar document.

Third, due to interruptions, including from supervisors, and the press of business, Employee was not allowed to take rest breaks as provided by Labor Code § 226.7 and the applicable Wage Order. Aggrieved employees were not paid rest break premiums for those non-complaint rest breaks, in violation of Labor Code § 226.7(c).

In addition, California Labor Code § 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (Labor Code § 226(a)(1)), "net wages earned" (Labor Code § 226(a)(5)), and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…" (Labor Code § 226(a)(9)). Here, because the Employer failed to pay all overtime hours worked at the appropriate overtime and/or double-time rate, and failed to pay meal and rest break premiums, improper paystubs were issued to aggrieved employees. Employee alleges that the Employer has violated Labor Code § 226(a) and aggrieved employees are entitled to recover civil penalties pursuant to Labor Code § 226.3.

Labor Code section 201(a) states: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) states: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203(a) states, in relevant part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents themselves to avoid payment to them, or who refuses to receive the payment when fully tendered to them, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which the employee so avoids payment."

Labor Code section 204(a) states, in pertinent part: "All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." The "Minimum Wages" Section of the applicable Wage Order further states "every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period."

Employer failed to pay aggrieved employees all wages that were due and owing to them including meal and rest period premiums, and regular, minimum and overtime wages within the required time during their employment and upon their separation of employment, in violation of the Labor Code and the applicable IWC Wage Order because of the violations alleged herein. As a result, Employer violated the above sections of the Labor Code.

Labor Code section 1174(d) requires every person, including Employer, employing labor in the state to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

Labor Code section 1174.5 provides: "Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars ($500)."

Section 7(A) of the applicable IWC Wage Order provides: "Every employer shall keep accurate information with respect to each employee including the following: … (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded." Employer failed to accurately record the hours worked and meal periods for aggrieved employees.

Employer failed to maintain accurate payroll records for aggrieved employees showing the hours worked daily, meal periods, and the wages paid.

Lastly, during the applicable time period, aggrieved employees incurred necessary expenditures and losses in direct consequence of the discharge of their employment duties and their obedience to the directions of Provident Care. Expenses include, but are not limited to, cellphone charges for use of their personal cell phones for work duties, and mileage at the IRS rate for use of their personal vehicles. Employee used her personal cell phones to receive and respond to assignments, communicate with supervisors, coordinate client visits, and document services performed, among other job duties. This violates California Labor Code § 2802, which provides that the "[E]mployer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

Aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 201-203, 226(e), 226.7, 512, 1021.5, 1194, 2802, and/or 2699(a), et al.

On behalf of all other current or former non-exempt, hourly-paid In-Home Health Care Workers and similar job duties and/or job titles, Employee seeks all penalties or remedies as may be allowed under PAGA, and by this letter gives written notice of his PAGA claim pursuant to Labor Code § 2699.3. Please advise within sixty (60) calendar days of the postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this Notice that the LWDA intends to investigate these allegations, the Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code § 2699.

Ms. Grimson is represented in this matter by The Markham Law Firm and United Employees Law Group.

Very truly yours,
THE MARKHAM LAW FIRM

David R. Markham
Lisa Brevard

**cc: (via Certified Mail)**
Robin Diane Conley
Agent for Service of Process for
Provident Care, Inc.
915 14th St,
Modesto, CA 95354

Provident Care, Inc.
c/o Robin D. Conley
Attn: Legal Department
915 14th St
Modesto, CA 95354

**cc: (via email)**
walter@uelglaw.com