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November 28, 2025

Labor & Workforce Development Agency
**Via electronic submission**

ANAIAH HOSPICE CARE, INC.
3600 American River Dr., Suite 204
Sacramento, California 95864
**Via Certified Mail**

ANAIAH HOSPICE CARE, INC.
Attn: Jason Bliss / Agent
3600 American River Dr., Suite 204
Sacramento, California 95864
**Via Certified Mail**

JASON BLISS
3600 American River Dr., Suite 204
Sacramento, California 95864
**Via Certified Mail**

**Re: Labor Code Violations / Compliance Letter of California Labor Code § 2698, the Private Attorneys General Act of 2004**

Dear LWDA:

This office represents Irish Pacheco ("our client"), a former California employee of ANAIAH HOSPICE CARE, INC., a California corporation. Jason Bliss, to whom this letter is also addressed, was and is the owner, director, officer and/or managing agent of the *entity* defendant named in the preceding sentence and is also liable for the violations raised in this letter pursuant to California Labor Code §558.1. Labor Code §558.1 provides that, "(a) Any employer or *other person acting on behalf of an employer*, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer."

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 et seq. Accordingly, we set forth below the following provisions of the California Labor Code and Industrial Welfare Commission orders that Defendants have violated with respect to our client and other of its non-exempt California employees ("Aggrieved Employees") along with the facts and theories in support thereof. ANAIAH HOSPICE CARE, INC. and Jason Bliss are collectively referred to herein as "Defendants".

Our client was employed by Defendants from approximately April 2025 to October 16, 2025. Defendants employed our client and Aggrieved Employees in California relative to their primary business of providing hospice and wellness care / services.

Our client alleges that she and Aggrieved Employees failed to receive all minimum and overtime wages that were due to them by Defendants in violation of Labor Code §§1194, 1194.2, 1197 and 510, 246 and IWC Wage Order No. 4-2001, 5-2001 and/or any other IWC Wage Order applicable to Defendants' business ("IWC Wage Orders").

Our client and Aggrieved Employees were not paid wages for all hours worked. Among other things, our client and Aggrieved Employees were required by Defendants to take "on call graveyard shifts" where they remained under the Defendants' control and were required to be immediately responsive and ready to provide instant patient care and caregiving services for Defendants' hospice and other patients/customers. Defendants, however, failed to compensate our client and other Aggrieved Employees for all the hours they worked during the on call graveyard shifts. In addition, our client and Aggrieved Employees often "worked off the clock" without being paid wages, including, without limitation, not clocking in while traveling to see patients or after upon return and "patient charting" after clocking out for the day. Our client and Aggrieved Employees were also promised certain benefits including health, dental and vision insurance but were never provided with such benefits as promised.

In addition, Defendants failed to pay our client and Aggrieved Employees overtime wages that were due to them. Labor Code §510 requires employers to pay non-exempt employees one and one-half times their normal rate of pay for any time worked over 8 hours in a single day or 40 hours in a week, and double the normal rate of pay for any time worked in excess of 12 hours a day. Our client and Aggrieved Employees often worked more than 8 hours a day, 12 hours a day, and more than 40 hours per week. Nonetheless, Defendants did not pay our client or Aggrieved Employees the overtime wages that were due to them for working such overtime hours.

Our client and Aggrieved Employees were also paid non-base hourly wages (including but not necessarily limited to commissions for working the "on call graveyard shifts") that the Defendant was required to take into consideration and account for when determining a "regular rate of pay" for purposes of paying overtime, sick pay wages, etc. (i.e. Defendant would have had to properly "blend" our client's and Aggrieved Employees' rate of pay for such purposes and payment). Defendants failed to blend wages and pay our client and Aggrieved Employees a correct rate of pay.

Our client alleges that she and Aggrieved Employees were also entitled to but not provided legally compliant meal breaks, or paid premium wages in lieu thereof in violation of Labor Code §§ 226.7 and 512, and IWC Wage Orders. Our client and other Aggrieved Employees were routinely denied timely, uninterrupted and off duty meal breaks and Defendants failed to implement policies and practices to provide the same. Pursuant to Labor Code §512(a), our client and Aggrieved Employees were entitled to take 30-minute meal periods for every shift worked that exceeded five hours in duration, and, if applicable, a second timely, uninterrupted, off duty, 30-minute meal period for every shift worked that exceeded ten hours. The first meal period was/is required to be provided before the end of the 5th hour of work and the second before the end of the 10th hour of work. Our client and Aggrieved Employees were not provided with such meal breaks and if given/taken they were not "off duty", often were late and/or cut short. Defendants' policies were severely lacking and no regard to compliance existed. In lieu of getting required and compliant meal breaks, our client and Aggrieved Employees were/are entitled to be paid one additional hour of pay at their regular rate of compensation for each day they were denied a compliant meal break. Our client and Aggrieved Employees received no such pay. Accordingly, Defendant has violated applicable law with respect to meal breaks, including Labor Code §§ 226.7, 512 and IWC Wage Orders (giving rise to damages, and civil penalties including those provided by Labor Code §558).

Our client also alleges that Defendants failed to provide her and Aggrieved Employees with legally compliant rest breaks or premium wages in lieu thereof, in violation of Labor Code §§ 226.7 and IWC Wage Orders. Pursuant to applicable law, every employer is required to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, and the authorized rest period time shall be based on the <u>total hours worked daily</u> at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. Our client and Aggrieved Employees were not provided with such rest breaks and if given/taken they were not "off duty", often were late and/or cut short. Defendants' policies were severely lacking and no regard to compliance existed. In lieu of getting rest breaks, our client and Aggrieved Employees were and are entitled to be paid one additional hour of pay at their regular rates of compensation for each day they were denied a compliant rest break. Our client and Aggrieved Employees did not receive rest breaks or such pay. Accordingly, Defendants have violated applicable law with respect to rest breaks, in violation of and giving rise to penalties and recovery under Labor Code § 226.7 and IWC Wage Orders.

Defendants also failed to reimburse our client and other Aggrieved Employees for necessary expenditures or losses they incurred in direct consequence of the discharge of their duties, in violation of Labor Code §2802. Our client and Aggrieved Employees were required to use their personal cell phones for work purposes, including to communicate with the Defendants. Our client and Aggrieved Employees incurred expenditures without indemnity in violation of Labor Code §2802.

Defendants also failed to pay our client and certain Aggrieved Employees who were either terminated or quit all wages due to them at the separation of their employment as required by Labor Code §§ 201 and 202. As stated above, our client and certain Aggrieved Employees were not paid all wages due during the course of their employment and as a result of this failure were not timely paid all wages due at the separation of employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our Client and Aggrieved Employees who have left their employment with Defendants.

Our client further alleges that Defendants failed to provide her and all other Aggrieved Employees with wage statements as required by Labor Code § 226(a). Labor Code §226(a) requires employers to furnish employees with accurate itemized wage statements that show, among other things, certain identifying information about the employer, gross wages earned, total hours worked, net wages earned, the inclusive dates of the period for which the employee is paid, 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. Defendants issues wage statements to our client and Aggrieved Employees that were inaccurate, including by failing to accurately state gross wages earned, net wages earned, total hours worked, applicable hourly rates that were in effect during the pay period and corresponding number of hours worked at such rate.

*The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter*. If you have any questions or require any additional information please do not hesitate to contact the undersigned. Thank you.

Very truly yours,

Amit Peery, Esq.
THE PEERY LAW FIRM