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January 9, 2024

**VIA ONLINE SUBMISSION**

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

Re:    **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Maygree Lindor (“Plaintiff” or “Ms. Lindor”) with respect to her claims against PRAC Holdings, Inc. dba Arcadia Care and Staffing (“Defendant”) arising out of violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against all of Defendant’s non-exempt employees in California.

This letter shall serve as written notice, pursuant to California Labor Code section 699.3(a) (1), of Defendant’s violations of the provisions of the Labor Code and Wage Order set forth below. Plaintiff is informed and believes that Dirk Allison personally promulgated and enforced the unlawful policies and practices described herein, and therefore he caused the violations at issue within the meaning of Labor Code section 558. As such, Mr. Allison is personally liable for penalties under that section.

Plaintiff Maygree Lindor was hired by PRAC Holdings, Inc. dba Arcadia Care and Staffing in October 2019 in the role of Service Coordinator for Marin County. In that capacity, Ms. Lindor's responsibilities encompassed the assessment of client needs and the subsequent matching of clients with suitable caregivers. Ms. Lindor also hired caregivers and managed scheduling, payroll, and timekeeping for a substantial number of employees.

Throughout her employment, Ms. Lindor encountered numerous employment violations that adversely affected her work environment and compensation.

Firstly, she was consistently required to undertake business-related travel to meet with clients. Despite accumulating substantial mileage during these trips, Ms. Lindor was not reimbursed for her travel expenses.



Secondly, her role necessitated the use of her personal cell phone for various business purposes. This included tasks such as clocking in and out and communicating with employees. Unfortunately, she was not reimbursed for the expenses incurred due to the required use of her personal device. Defendant requires its employees, including but not limited to all caregivers, to utilize their personal phone for business purposes (e.g., clocking in/out, transmitting client information to Defendant, etc.), and either does not reimburse or under-reimburses employees for such use.

Furthermore, Defendant failed to comply with legally mandated rest break and meal break requirements. In instances where Ms. Lindor was permitted rest/meal breaks, she was compelled to take these breaks in an untimely manner. However, she was not provided with the legally mandated premium for such breaks that were either denied or taken untimely.

Lastly, Ms. Lindor was consistently expected to and did answer business-related calls outside of her regular working hours. Despite this additional workload, she was not compensated for the time spent addressing these work-related matters beyond her standard work schedule.

Ms. Lindor's employment was terminated in May 2023.

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections, including 201, 202, 203, 204, 206, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 1194 et seq., 2802, 2810.5 and 1198. In particular, Defendant violated California's wage and hour laws by:

- a) Willfully failing to pay Plaintiff (and other non-exempt employees) for all hours worked, in violation of the applicable Wage Order and Labor Code sections 226.8, 204, 510, 1194 et seq.
- b) Failing to permit non-exempt employees to take timely meal/rest breaks in violation of Labor Code sections 226.7 and 512 and the applicable Wage Order.
- c) Failing to pay premium pay for missed or untimely meal/rest breaks, in violation of Labor Code sections 226.7 and 512. A review of Plaintiff's payroll records indicate that she was not compensated for her missed meal/rest breaks.
- d) Failing to pay overtime in violation of the applicable Wage Order and Labor Code section 510, 1194 et seq., and 1198. As described above, Plaintiff was not compensated for all hours worked, including overtime.
- e) Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks) at least twice a month in violation of Labor



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Code section 204. By failing to properly compensate Plaintiff, as described above, Defendant violated this provision.

f) 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 in violation of Labor Code sections 201, 202, 203, and 206. As described above, Defendant systematically failed to pay all compensation and premium pay owed to Plaintiff (and other non-exempt employees); as such, Plaintiff's earned wages were not timely paid in full following her separation from Defendant.

g) Failing to maintain and furnish 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. Defendant did not keep accurate records of non-exempt employees' hours worked.

h) Failing to reimburse necessary business expenses in violation of Labor Code section 2802.

As an aggrieved employee, Plaintiff is able to bring a PAGA claim on behalf of all non-exempt employees of Defendant, and is entitled to recover penalties for all violations, as well as her attorneys' fees. This notice is based on the facts currently known to Plaintiff and is made without prejudice to her right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 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: PRAC Holdings, Inc. dba Arcadia Care and Staffing, *via Certified Mail*