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April 15, 2024

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Maxim Healthcare Staffing Services, Inc.

c/o:
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA

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BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA

RE: Monica Stewart v. Maxim Healthcare Staffing Services, Inc., et al.

To Whom It May Concern:

This office represents Monica Stewart (“Claimant”) who was employed by Maxim Healthcare Staffing Services, Inc. and/or Maxim Healthcare Services, Inc. and related entities (“Respondents”). This letter is notice, and a request, pursuant to Labor Code § 2699.3 that your agency investigates the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we specifically request such notification to allow Claimant to file a civil action to pursue PAGA claims.

This action is brought on behalf of Claimant and similarly-situated non-exempt employees currently and formerly employed at all of Respondents’ locations in California (referred to herein as “similarly-situated employees”), to recover penalties for unlawfully withheld wages for overtime work, unpaid wages for all hours worked, waiting time penalties, unlawfully withheld wages for meal and rest period violations, payroll reporting violations, failure to pay wages, reimbursement of employee’s expenses, violation of other California laws, as well as other statutory penalties and damages owed to Claimant by Respondents.

Continuously during the year prior to the date of this notice, prior to that, and continuing through the pendency of this claim, Respondents did not pay Claimant and other similarly-situated employees overtime pay (one and a half times their hourly rate) for their work over 8 hours per day and 40 hours per week and double-time pay (two times their hourly rate) for their work over 12 hours per day, and also did not properly relieve Claimant and other similarly-situated employees for statutorily required thirty minute meal periods every five hours and ten minute rest periods every four hours and failed to provide the wages and premiums due for missed meal periods and rest periods on a daily basis.

Respondents have failed and continue to fail to pay Claimant and all similarly-situated employees: overtime pay *i.e.* time and a half for work in excess of eight hours a day and forty hours per week; double for work in excess of twelve hours a day; penalties due for the failure to provide meal and rest periods; and have failed to provide and continue to fail to provide Claimant with accurate, itemized wage statements reflecting actual wages, overtime, and meal/rest period premiums.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Pay Wages

Respondents violated California Minimum Wage Order (MW-2014), Labor Code sections 1194, 201, 202, 203, 204, 226.2 by not paying Claimant's agreed upon wage and minimum wage for hours worked after the finish time of the workday. Labor Code section 1194 states that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suits. Labor Code section 1194.2 states that in any action under section 1194 to recover wages because of the payment of a wage less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully paid and interest thereon.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Waiting Time Penalties

Respondent violated Labor Code sections 201, 202, 203, and 204 and is subject to sections 218.5, and 218.6. Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code section 202 provides that if an employee quits, his or her wages become due not later than 72 hours thereafter or if an employee gives 72 hours previous notice of his or her intention to quit the employee's wages are due at the time of quitting. Labor Code section 203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of the wages, at the same rate, until such wages paid or an action commenced, but not more than 30 days. Labor Code section 204 provides that all wages earned by an employee are due and payable twice during a calendar month on days designated in advance as regular paydays by the employer. Labor Code section 218.5 provides that the court shall award attorneys' fees and costs to the prevailing party in an action for nonpayment of wages. Labor Code section 218.6 provides that in an action for nonpayment of wages, court shall award interest on all due and unpaid wages.

Respondent did not pay Claimant and all similarly-situated employees' wages due when Respondent terminated their employment or within 72 hours of when the similarly-situated employees resigned. Respondents willfully failed and refused, and continue to willfully refuse, to timely pay compensation and wages, including overtime pay; and payments for meal and rest periods not provided. As a result, Respondents are liable for the amount of wages due, interest, and waiting time penalties, any other statutory penalties, other damages, together with attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure To Pay Overtime Compensation

Respondents have violated Labor Code section 510 and are subject to Labor Code sections 1194 and other relevant Labor Code sections such as 226.7, 1194, 1194.2, 1194.3, 1197, 1198, and other pertinent sections of the Labor Code. Labor Code section 510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee and any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. Labor Code section 1194 provides that any employee who receives less than the legal overtime compensation due said employee is entitled to recover in a civil action the full amount of the overtime compensation, interest on said compensation, and reasonable attorneys' fees and costs of suit.

Respondents have violated the Labor Code section by not paying Claimant and all similarly-situated employees rightfully earned overtime pay for their working more than 8 and 12 hours per day and more than 40 hours per week on a daily and weekly basis. As a result of Respondents' failure to pay Claimant's rightfully earned overtime pay, Respondents are liable for all back overtime pay, waiting time penalties, and any other penalties imposed by the Labor Code which include but are not limited to, interest, and attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Provide Meal and Rest Periods

Respondents violated Labor Code section 226.7 and 226.2 by not providing Claimant with a legally required ten-minute rest period during each four-hour segment of work. Respondents further violated Labor Code sections 226.7 and 512 by not providing Claimant with a meal period of not less than 30 minutes for each work period of more than five hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours day.

Respondents are liable to Claimant for one hour of additional pay at the regular rate of compensation for each workday that the required rest periods were not provided and one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code sections 558 and 2698 in the amount of \$50.00 for each pay period during which Claimant was not provided required rest and meal periods for the initial violation; and \$100.00 for each pay period during which Claimant was not provided required rest and meal periods for each subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Furnish Accurate Wage Statements

Labor Code § 226 (a) requires employers to furnish each employee with an accurate statement, which includes but is not limited to, gross wages earned, the total numbers of hours worked, and the net wages earned. Labor Code § 226 (e) provides that if an employer fails to provide a statement complying with § 226 (a), then the employee is entitled to recover the greater of actual damages or \$50.00 for the

initial violation and \$100.00 for each subsequent violation, up to \$4,000.00 Respondents failed to furnish and continue to intentionally furnish Claimant and all similarly-situated employees with timely, itemized statements that meet the requirements of Labor Code § 226 (a) because those statements failed to include an accurate itemization of the employees' meal/rest breaks, hours worked, wages paid, including wages due for work after the finish of the workday, and overtime rates.

Respondents are therefore liable for civil penalties pursuant to Labor Code sections 226.2, 226.3 and 2698 in the amount of \$250.00 for the initial violation and \$1,000.00 per subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Reimburse Employees for Necessary Expenditures

Labor Code § 2802 states the following:

- (a) An employer 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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.
- (b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.
- (c) For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.
- (d) In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.

Respondents failed to reimburse Claimant and similarly situated employees for business expenses.

* * * * *

Respondents are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We provide notice under the Private Attorney's General Act of 2004, Labor Code sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may file a complaint against Respondents for the violations discussed in this letter. It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office not address these matters within the appropriate statutory time.

Very truly yours,



Danny Yaddison