

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE**

ROBERTA WILSON, ANGELA)	
WILSON, AND LISA THORNTON, on)	
behalf of themselves and all others)	
similarly situated,)	
)	Civil Action No. _____
Plaintiffs,)	JURY DEMANDED
)	
v.)	
)	
MMR SENIOR ALLIANCE CORP d/b/a)	
RIGHT AT HOME OF MIDDLE)	
TENNESSEE and BHAVANI)	
MUVVALA,)	
)	
Defendants.)	

COLLECTIVE AND CLASS ACTION COMPLAINT

Plaintiffs Roberta Wilson, Angela Wilson, and Lisa Thornton (the “Plaintiffs”) hereby bring this Collective and Class Action Complaint on behalf of themselves and all others similarly situated under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, and the law of the State of Tennessee against MMR Senior Alliance Corp. d/b/a Right at Home of Middle Tennessee (“Right at Home”) and its owner, Bhavani Muvvala (“Mr. Muvvala”). As alleged herein, Right at Home and Mr. Muvvala (the “Defendants”) have systematically and knowingly violated the rights of their employee Caregivers in multiple respects, giving rise to federal and state law claims.

NATURE OF THE ACTION

1. The Plaintiffs bring this action as both a collective action under the FLSA and as a class action, on behalf of themselves and all others similarly situated. As described herein, the

Defendants systemically and knowingly cheated employee Caregivers out of their wages, including failing to pay the promised base wage rate, failing to pay overtime, reducing or deleting hours, refusing to provide promised holiday pay, manipulating wage records, and otherwise intentionally cheating workers out of their pay.

PARTIES

2. Plaintiff Roberta Wilson is a resident of Murfreesboro, Tennessee, in Rutherford County. Ms. Roberta Wilson formerly worked for the Defendants as Caregiver from January 2016 through July 2017.

3. Plaintiff Angela Wilson is a resident of Murfreesboro, Tennessee, in Rutherford County. Ms. Angela Wilson has worked for the Defendants as a Caregiver since October 2017.

4. Plaintiff Lisa Thornton is a resident of Morrison, Tennessee, in Warren County. Ms. Thornton formerly worked as a Caregiver for the Defendants for approximately four months in 2017.

5. Defendant MMR Senior Alliance Corporation d/b/a Right at Home of Middle Tennessee is a Tennessee corporation with its principal office at 510 Elk Hollow Court, Franklin, Tennessee 37069-8221. It is authorized to do business in the State of Tennessee, and can be served through its registered agent, Bhavani Kumar Muvvala, at 510 Elk Hollow Court, Franklin, Tennessee 37069-8221.

6. Mr. Muvvala is a natural person who resides at 510 Elk Hollow Court, Franklin, Tennessee 37069-8211. He is a citizen of the State of Tennessee and a resident of Williamson County. Upon information and belief, he is the sole owner of Right at Home of Middle Tennessee and does business as Right at Home of Middle Tennessee.

JURISDICTION AND VENUE

7. The Court has federal question jurisdiction over this matter under 28 U.S.C. § 1331, as provided by 29 U.S.C. § 216(b), and supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367.

8. Venue in this judicial district is proper under 28 U.S.C. § 1391(b) because Right at Home has its principal place of business in this district, both Right at Home and Mr. Muvvala do business in this district, and a substantial part of the events or omissions giving rise to the claims at issue occurred in this district.

FACTS

9. Right at Home is an in-home care provider for senior citizens and others who need in-home daily assistance through employee caregivers (“Caregivers”). The company provides services within the Middle Tennessee area. Right at Home receives payment for these services from private payers, private insurers, Medicare, and Medicaid (including TennCare).

10. The Plaintiffs and members of the putative class and collective group worked for the Defendants as Caregivers. Caregivers’ job duties include assisting the Defendants’ clients as they go about their daily lives, such as helping them dress, clean, prepare meals, transport them to or from doctor’s appointments and other outings, and otherwise providing general care and companionship.

11. At all relevant times, Right at Home and Mr. Muvvala employed the Caregivers and exercised full control over the performance of their job duties. Defendants assigned the Caregivers to the locations they worked each day, controlled the shifts Caregivers worked, and represented to clients that the Caregivers were employees.

12. Upon information and belief, Right at Home, LLC (“Right at Home National”) franchises the “Right at Home” brand to local companies that operate under the “Right at Home” brand. At all relevant times, Right at Home of Middle Tennessee, through its sole owner and operator, Defendant Bhavani Muvvala, has operated as an independently owned and operated franchise of Right at Home National. (Unless otherwise noted, “Right at Home” shall refer to defendant “MMR Senior Alliance Corporation d/b/a Right at Home of Middle Tennessee”).

13. An individual named Bhavani Muvvala, who refers to himself as “B.K.,” has acted as the sole owner and operator of Right at Home at all relevant times.

14. Right at Home is registered as having a principal office in Franklin, Tennessee. Mr. Muvvala resides at the same address. However, the company actually operates out of an office at 519 Uptown Square in Murfreesboro, Tennessee. At all relevant times, Mr. Muvvala employed an office manager at the Uptown Square address.

15. Upon information and belief, the Defendants are engaged in business operations affecting interstate commerce. Upon information and belief, the Defendants received payments for services through credit card transactions across state lines, through Medicare and Medicaid payments across state lines, interacted with insurance payers across state lines, and purchased and furnished to Caregivers goods or materials that had moved in interstate commerce such as gloves and garments. Upon information and belief, the Defendants also utilized and continue to utilize an online portal called “ClearCare Online,” which is provided by a California-based company, to track Caregiver hours worked for the Defendants and to handle scheduling. Furthermore, the Defendants operate pursuant to a franchise agreement with Right at Home National, which is a Nebraska corporate entity that operates both domestically and

internationally, and that licenses the “Right at Home” brand to the Defendants across state lines and has contracted with the Defendants across state lines to operate and do business.

16. Upon information and belief, the Defendants employed at least 30-40 Caregivers at any point during the relevant time frame.

ROBERTA WILSON

17. Roberta Wilson (“Ms. Wilson”) worked for the Defendants from January 2016 to July 2017. At the outset of her employment, in a January 25, 2016 letter, the Defendants promised Ms. Wilson a wage rate of \$10/hour. *See Exhibit A* hereto. Ms. Wilson also signed an agreement when she began employment reflecting a promised wage rate of at least \$10/hour. The Defendants further promised to pay Ms. Wilson overtime pay for all hours worked in excess of 40 hours per work week.

18. At the outset of her employment, Ms. Wilson signed an employee handbook containing the Defendants’ policies and procedures. *See Exhibit B* hereto. Upon information and belief, all Caregivers employed by the Defendants during the last three years received and were subject to the same or substantially identical policies and operated under the same terms and conditions of employment. The Handbook promised that all non-exempt Caregivers would receive overtime pay for hours worked “in excess of 40 hours in any one workweek[.]”

19. During the course of Ms. Wilson’s employment, Ms. Wilson consistently worked over 40 hours per week. In those weeks, she should have received \$10/hour straight time pay and \$15/hour for overtime pay.

20. However, the Defendants consistently cheated Ms. Wilson out of both overtime pay and straight-time pay in at least following respects:

- a. Without any notice or justification, Defendants often paid Ms. Wilson only \$9 per hour straight time and \$13.50 overtime; and

- b. The Defendants also at times failed to pay Ms. Wilson when she worked on holidays, even though the Defendants had promised to pay her (and were legally obligated to pay her) for that work.

21. In the summer of 2017, the Defendants told Ms. Wilson that they did not have sufficient work for her to perform as a Caregiver, effectively terminating her.

LISA THORNTON

22. Lisa Thornton (“Ms. Thornton”) worked as a caregiver for the Defendants for approximately three months in 2017.

23. During her tenure, Ms. Thornton often worked over 40 hours in a given work week. As with the other Caregivers, Ms. Thornton was supposed to receive \$10 per hour as a base wage rate and \$15 per hour for overtime pay. Ms. Thornton did not receive appropriate compensation during the course of her employment, both as to straight time and overtime pay.

24. Ms. Thornton used a remote application to log her hours, which would have reflected the actual hours that she worked. However, Ms. Thornton observed that Mr. Muvvala was manipulating the log to reflect not only her assigned shift, but was also reducing or deleting any time before or after her shift that she actually worked.

25. In certain biweekly pay periods, Ms. Thornton worked over forty hours in one of the two weeks but fewer than 40 hours in the other. Ms. Thornton observed that paychecks for these weeks often reflected only straight time pay for overtime hours. This occurred because Mr. Muvvala was taking time worked over hours in one week, adding those hours to the week that Ms. Thornton worked under 40 hours, and treating the transferred hours as straight time hours. Ms. Thornton kept a log of her own hours to show her actual hours worked.

26. Collective **Exhibit C** hereto contains an example of this issue. Ms. Thornton kept “Care Notes” reflecting her hours worked (which she also logged through the electronic system).

In a particular pay period in May 2017, she worked 64 hours in one week (*i.e.*, 40 hours of straight time plus 24 overtime hours) and 23 hours the second week. Ms. Thornton should have received 24 hours of overtime pay. Instead, Mr. Muvvala paid her only 7 hours of overtime pay. He tallied up the total hours worked across both weeks – 87 hours – and treated Ms. Thornton as having worked 40 straight time hours in each week. In other words, he carried over 17 overtime hours and treated them as straight time hours.

27. Ms. Thornton complained about her paychecks to Mr. Muvvala multiple times. Mr. Muvvala indicated that he was intentionally paying Ms. Thornton only straight-time pay for overtime hours intentionally, and that the company had a policy of carrying over hours from an overtime week to a non-overtime week for that purpose. Mr. Muvvala also stated that he intentionally and arbitrarily had reduced Ms. Thornton's wage rates to \$9 straight time and \$13.50 overtime in order to avoid paying her full wages.

28. As a result of Mr. Muvvala's unfair pay practices, Ms. Thornton finally quit working for the Defendants.

ANGELA WILSON

29. Angela Wilson ("Angela") has been victimized by much of the same misconduct by the Defendants.

30. At the outset of her employment, the Defendants promised to pay Angela \$10 per hour initially and to raise her pay thereafter.

31. Not only did the Defendants not give her the promised raise, the Defendants often changed her base rate to \$9 per hour (and correspondingly the overtime rate to \$13.50 per hour) without explanation. Angela should have received at least \$10 per hour base and \$15 overtime pay, and those rates should have increased during her tenure but did not.

32. Angela has regularly worked overtime during her tenure, often totaling over 150 hours of work in a biweekly pay period. As with other Caregivers, the Defendants consistently failed to pay Angela her overtime pay and, in certain weeks, may have carried over hours to avoid paying sufficient overtime.

33. Early in her tenure, Angela logged her hours remotely and, as with other Caregivers, observed that the Defendants consistently manipulated the log to conform to her assigned shift rather than actual hours logged and work. After months of experiencing this issue, Angela finally gave up logging her actual hours and simply logged in and out on her assigned shift.

34. As with the other Caregivers, the Defendants did not pay Angela for working during certain holidays.

35. Angela confronted the Defendants about these practices. Mr. Muvvala told her that the company could not afford to pay overtime at the promised rates. He also told her that he was entitled to change her pay from week-to-week at his discretion. Furthermore, Mr. Muvvala told her that could not afford to pay her for holidays worked and therefore refused to compensate her.

36. In 2017, in an effort to avoid paying her overtime, the Defendants suddenly started paying Angela only a fixed amount every two weeks regardless of how many hours she worked. Although Angela continued to act purely as a Caregiver – as she had all along – the Defendants attempted to characterize her as an “office” worker. This was a sham. Without explanation, the Defendants ceased identifying Angela’s wage rates and hours worked on her pay stubs.

37. Angela confronted the Defendants about this practice. Mr. Muvvala responded by stating that the company could not afford to pay her overtime and that, as a consequence, he was entitled to limit her pay to a fixed amount regardless of hours worked.

ADDITIONAL FACTS

38. At all relevant times, Mr. Muvvala:
- a. has acted as the sole owner of Right at Home of Middle Tennessee;
 - b. has transacted business as “Right at Home of Middle Tennessee”;
 - c. has exercised operational control over the company’s business practices in all respects, including but not limited to: setting the terms and conditions of employment, hiring and firing, and payroll;
 - d. has exercised full and exclusive control over the company’s payroll practices, including but not limited to: setting the wage rates, classifying employees, paying wages or salaries, determining the hours of work to be paid for straight time and overtime, and the compensation of holiday work;
 - e. had access to and, in fact, did manipulate the hours logged by Caregivers; and
 - f. acted as an employer of the Caregivers.

39. Furthermore, at all relevant times:

- a. “Right at Home’s” principal office (per its Tennessee registration) is located at Mr. Muvvala’s personal residence;
- b. Upon information and belief, Mr. Muvvala mixed funds paid to “Right at Home” with personal accounts; and
- c. Mr. Muvvala exercised full operational control of Right at Home.

For these reasons, Mr. Muvvala acted as the *alter ego* of Right at Home.

40. Upon information and belief, Defendants failed to post, and keep posted in the main office, any notice of employees’ wage and hour rights as required by federal and state law.

41. The Caregivers were supposed to earn at least \$10/hour as a base wage, but the Defendants frequently and systematically underpaid Caregivers for both straight time wages and overtime wages. The Defendants specifically intended not to pay sufficient overtime wages to all Caregivers who worked more than 40 hours per week. Mr. Muvvala was the sole decisionmaker in this regard. He alone, exercising full and exclusive operational control over the company's business operations and payroll processes, systematically and knowingly underpaid all Caregivers who worked overtime in one or more the following ways:

- a. Arbitrarily and retroactively changing wage rates from \$10 straight time/\$15 overtime to \$9 straight time/\$13.50 overtime in particular weeks, solely for the purpose of underpaying Caregivers and denying them full overtime pay;
- b. Reducing or deleting Caregiver hours for payroll purposes only, solely for the purpose of paying Caregivers for fewer overtime hours than they actually worked;
- c. Refusing to compensate time worked on a holiday; and
- d. Carrying over overtime hours into weeks in which a Caregiver worked less than 40 hours, solely for the purpose of denying Caregivers overtime pay for hours worked over 40 in a given workweek.

42. In substantially the same manner, Mr. Muvvala and Right at Home intentionally cheated Caregivers out of their promised base pay as well.

43. Despite being confronted by the Plaintiffs and others multiple times over the past two years, the Defendants have never even disputed that they knowingly underpaid workers or engaged in the referenced misconduct. Instead, Mr. Muvvala offered a variety of meritless excuses, such as stating there was no way to rectify the issue, that he was entitled to alter wages retroactively to limit the total amount paid out, that he had discretion to carry over overtime, or that he simply could not afford to pay Caregivers the overtime wages that they were owed.

44. Mr. Muvvala has therefore engaged in a common scheme to cheat Caregivers out of owed pay.

45. The Defendants' conduct was egregious, deplorable, and willful.

COLLECTIVE ACTION ALLEGATIONS

46. All of the foregoing paragraphs are incorporated herein.

47. At all relevant times, the Plaintiffs were employed by the Defendants as Caregivers. The Plaintiffs bring their FLSA claims as an opt-in collective action on behalf of themselves and all other similarly situated employees under 29 U.S.C. § 216(b).

48. The Plaintiffs bring their FLSA claims on behalf of all hourly workers employed by Defendants as Caregivers in the Middle Tennessee area, who worked more than forty (40) hours in a given work-week at any time within the last three years (the "Collective Group").

49. The Defendants failed to pay all members the Collective Group overtime pay of one and one-half times their regular hourly rate for all hours worked in excess of forty (40) per week during the relevant time period. The Defendants did so intentionally to avoid paying overtime wages owed. At times, Mr. Muvvala even admitted that this was his intention, claiming that he had lawful authority to pay whatever rates he wanted at any given point in time, and that he was underpaying workers simply because his company "could not afford" to pay overtime. This was a common scheme from a single source: Mr. Muvvala.

50. Mr. Muvvala carried out this single scheme to cheat workers out of overtime in one or more of the following ways as to each Caregiver: (a) intentionally shaving overtime hours logged and actually worked by Caregivers, (b) paying Caregivers at an "overtime" rate that was less than one one-half times their promised base rate of pay, (c) carrying over overtime hours

from one week to another to avoid paying overtime on those hours, and (d) not paying overtime wages for overtime hours worked on holidays.

51. Mr. Muvvala failed to post (and maintain) in an appropriate location any notice of employees' wage and hour rights as required by the FLSA and accompanying regulations.

52. The Plaintiffs and members of the Collective Group do not qualify as exempt employees, as defined by the FLSA or applicable Federal regulations.

53. The Plaintiffs and members of the Collective Group are similarly situated, perform substantially similar labor for the Defendants, receive pay from the same source, and are subject to the Defendants' common employment practices and policies.

54. The Defendants' liability under the FLSA for failing to compensate the Plaintiffs and the Collective Group properly is uniform across the Collective Group.

55. The Defendants have willfully and intentionally engaged in a widespread, continuous pattern and practice of violating the FLSA, as detailed herein, by failing to properly compensate Plaintiffs and the Collective Group.

56. As a result of the willfulness of the Defendants' FLSA violations, a three-year statute of limitations from the filing of the original Complaint applies to such violations, under 29 U.S.C. § 255.

57. As a result of the Defendants' unlawful acts, the Plaintiffs and the Collective Group have been deprived of regular rate compensation and overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation under 29 U.S.C. § 216.

58. For these reasons, the Plaintiffs seek to certify the Collective Group under 29 U.S.C. § 216.

CLASS ACTION ALLEGATIONS

59. The Plaintiffs bring Tennessee state law claims on behalf of themselves and all present and former hourly workers employed as Caregivers by Defendants who were paid \$9 per hour as a base wage rate at any point in time from January 1, 2011 through the present (the “Class Period”) (collectively, the “Class”). The Plaintiffs seek all appropriate relief on behalf of the Class as to both straight-time and overtime pay.

60. The number and identity of the Class members are readily ascertainable from the Defendants’ business records and/or the testimony of Defendants’ employees. Notice can be provided by means reasonable under Fed. R. Civ. P. 23.

61. The factors set forth class certification under Rule 23(a) are established:

- a. Numerosity: Upon information and belief, the Defendants employed approximately 30-40 Caregivers at any point in time, with relative turnover during the Class Period. The proposed class therefore is so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court;
- b. Commonality: There are numerous questions of law and fact common to the Class as a whole, including but not limited to the following:
 - i. Whether the Defendants are employers of the Class members;
 - ii. Whether the Defendants routinely shaved hours worked by Class members;
 - iii. Whether work performed before or after a Class members’ assigned shift conferred a benefit upon the Defendants;
 - iv. Whether the Defendants were aware of the benefits they received from uncompensated work performed by Caregivers; and
 - v. Whether the Defendants promised Class members \$10 per hour as a base rate of pay.
- c. Adequacy: The Plaintiffs are able to, and will fairly and adequately, protect the interests of the Class, and they have no interests antagonistic to the Class. They have been victimized by the Defendants’ scheme to deny them sufficient straight-time pay. The Plaintiffs are also represented by attorneys who are experienced in and competent in both class action

litigation and employment litigation, and have previously represented plaintiffs in wage and hour and related case; and

- d. Typicality: The Plaintiffs' claims are typical of the claims of Class members, who have not been fully compensated for hours worked.

62. The Rule 23(b)(3) factors are met. The common issues in the case predominate over any individualized issues. Furthermore, a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Individual Class members are working-class persons who lack the financial resources to prosecute a lawsuit vigorously as individuals. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expenses of numerous individual actions. The adjudication of individual litigation claims would result in a great expenditure of court and public resources. Treating the claims as a class action would result in a significant savings of these costs. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent and/or varying adjudications, establishing incompatible standards of conduct for the Plaintiffs and result in the impairment of Class members' rights. Rather, because all the issues before the Court are common and could be fairly determined in a class action context, the class action is superior to any of the other available methods of adjudication. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action, including sub classing.

CAUSES OF ACTION

COUNT I VIOLATIONS OF THE FAIR LABOR STANDARDS ACT (29 U.S.C. §§ 206, 207)

63. Plaintiffs incorporate by reference and re-allege each and every allegation contained above, as though fully set forth herein.

64. Upon information and belief, Defendants collectively operate a single business venture, Right at Home. Alternatively, they are joint employers.

65. Defendants are employers, as defined by 29 U.S.C. § 203, and are otherwise covered by and subject to the provisions of the FLSA.

66. At all relevant times, Defendants have employed more than two employees and have had an annual volume of sales or business of at least \$500,000.

67. At all relevant times, the Plaintiffs and other Caregivers are or were employed by the Defendants who acted as an enterprise engaged in interstate commerce.

68. Plaintiffs, at all times relevant, were Defendants' employees as defined by 29 U.S.C. § 203, and are otherwise covered by the FLSA. Plaintiffs are not exempt from coverage of any section of the FLSA.

69. At all times relevant, Defendants were required to pay Plaintiffs "a rate not less than one and one-half times the regular rate at which [they were] employed," for all hours worked in excess of forty (40) per work week, pursuant to Section 7 of the FLSA.

70. Defendants have failed to pay Plaintiffs one and one-half times their regular wage for hours worked in excess of forty (40) per work week.

71. Defendants have violated the FLSA by failing to comply with federal overtime requirements.

72. Defendants have failed to post, and keep posted in an appropriate location, any notice of employees' wage and hour rights as required by the FLSA and accompanying regulations.

73. As a result of Defendants' unlawful conduct, Plaintiffs have suffered and continue to suffer harm, including but not limited to lost wages and other financial loss.

74. Plaintiffs are entitled to all remedies available for violation of the FLSA, including, but not limited to, those damages provided in 29 U.S.C. § 216(b).

**COUNT II:
UNJUST ENRICHMENT/QUANTUM MERUIT**

75. Plaintiffs incorporate by reference and re-allege each and every allegation contained above, as though fully set forth herein. Plaintiffs bring this claim on behalf of themselves and the Class, as previously defined.

76. Plaintiffs and the Class members conferred a benefit on the Defendants by performing work for clients of the Defendants as Caregivers without receiving full straight-time and overtime compensation.

77. As business owners, Defendants appreciated the value of the benefits conferred upon them by the Plaintiffs and accepted those benefits by allowing the Plaintiffs to work those hours and, upon information and belief, receiving compensation from insurers or public and private payers for those hours worked.

78. Had the Plaintiffs not performed this work, the Defendants would have had to pay someone else to perform that work.

79. Furthermore, the Defendants falsely promised the Caregivers a particular wage rate to induce them to join the company as employees and to continue working as Caregivers

while in the company's employ. The Defendants also falsely promised to pay overtime for hours worked over forty (40) within a given workweek.

80. The Caregivers are a vulnerable population of working class people for whom even a modest change in wages has a serious impact.

81. Under the circumstances, it would be unjust and inequitable for the Defendants to be allowed to retain the benefit of Plaintiffs' labor and other benefits conferred without proper compensation.

COUNT III **BREACH OF CONTRACT**

82. Plaintiffs incorporate by reference and re-allege each and every allegation contained above, as though fully set forth herein.

83. Plaintiffs bring this claim on behalf of themselves and the Class, as previously defined.

84. Defendants offered to hire Plaintiffs and to pay them a certain base wage rate and overtime pay (relative to the promised base wage rate) for hours worked over forty per week. Plaintiffs accepted that offer.

85. The parties therefore formed a valid and enforceable contract.

86. Defendants breached that agreement by failing to pay Plaintiffs full and accurate compensation for both straight-time hours and overtime hours worked.

87. As a result of the breach of contract, Plaintiffs suffered damages in the form of lost wages.

COUNT IV: PROMISSORY ESTOPPEL/DETRIMENTAL RELIANCE

88. Plaintiffs incorporate by reference and re-allege each and every allegation contained above, as though fully set forth herein.

89. Plaintiffs bring this claim on behalf of themselves and the Class, as previously defined.

90. Defendants offered to hire Plaintiffs and to pay them a certain base wage rate and overtime pay (relative to the promised base wage rate) for hours worked over forty per week.

91. Defendants' promises were unambiguous.

92. In reliance on the Defendants' promises, the Plaintiffs performed work for the Defendants expecting to receive straight-time pay at the promised rate and overtime pay at the promised rate. The Defendants' promises induced the Plaintiffs to perform work for the Defendants that the Plaintiffs would not have performed, but for the Defendants' promises.

93. The Plaintiffs relied upon the Defendants' promises to their detriment, ultimately receiving a lower wage rate (both as to straight-time and overtime) than they had been promised for the work that they performed.

94. As a result of the Defendants' conduct, the Plaintiffs suffered damages in the form of lost wages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request the following relief:

1. Certification of this matter as a collective action and designation of the Plaintiffs as representatives of the Collective Group for the FLSA claims, and an order to issue notice thereof;
2. Certification of the Class under Rule 23, appointment of the Plaintiffs as Class representatives, and appointment of undersigned counsel as Lead Class Counsel, and an order to issue notice thereof;

3. A judgment in favor of the Plaintiffs and the Collective Group of all damages allowable by law under the FLSA and interpretative regulations, including but not limited to: unpaid wages, liquidated damages, and/or statutory damages;
4. An judgment in favor of the Plaintiffs and the Class in the amount of all damages allowable under Tennessee law, including but not limited to: unpaid wages, disgorgement of profits earned, reimbursement of amounts improperly deducted, compensatory damages, other damages allowed under state law;
5. An award of pre- and post-judgment interest as allowed by law;
6. An award of Plaintiffs' costs and expenses of litigation, including but not limited to: attorneys' fees, costs and expenses;
7. An award of further equitable or legal remedies that the Court deems appropriate; and
8. A trial by jury.

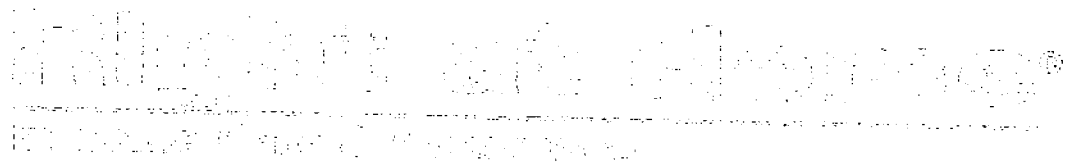
Dated: October 27, 2017

Respectfully submitted,

/s/ Joe P. Leniski, Jr.
J. Gerard Stranch, IV (BPR# 23045)
Joe P. Leniski (BPR# 22891)
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Attorneys for Plaintiffs

EXHIBIT A



01/25/2016

Re: Roberta Wilson

Dear Roberta Wilson,

This letter is to inform you that Roberta Wilson is an Employee for Right At Home. She is working 60 hours a week. She makes \$10.00 per hour. If you should need any further information, Please give the office a call.

Respectfully,

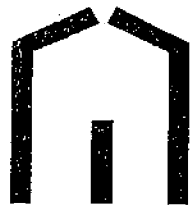
Misty Blackburn

Office Manager
Right At Home
misty@rahmiddletn.com



In Home Care & Assistance

EXHIBIT B



Right at Home®

In Home Care & Assistance

**519 Uptown Square
Murfreesboro TN, 37129
615-809-2283**

Associate Handbook Policies and Procedures

Each Right at Home office is independently owned and operated under a franchise Agreement with Right at Home, Inc. MMR Senior Alliance dba Right at Home of Middle Tennessee

Employee Policies and Manuals

The policies and procedures in this manual are not intended to be contractual commitments by Right at Home, and employees shall not construe them as such.

The policies and procedures are intended to be guides to management and are merely descriptive of suggested procedures to be followed. Right at Home reserves the right to revoke, change or supplement guidelines at any time without notice.

No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied from any statements in this manual.

Right at Home of Middle Tennessee
519 Uptown Square
Murfreesboro TN, 37129

TABLE OF CONTENTS

Welcome Letter.....	5
Our Mission.....	6
Our Values.....	6
Introduction.....	6
Continuity of Policies – Right to Change or Discontinue.....	6
Equal Opportunity Employment.....	6
Employment Policy.....	6
Recruitment.....	7
Employee Selection and Development.....	7
Initial and Ongoing Training.....	8
Sexual Harassment.....	9
Illegal Drug Abuse/Alcohol Abuse.....	9
Employee’s Privacy.....	10
Smoking and Tobacco Use.....	10
Employment Classifications.....	10
Employee Safety.....	10
Infection Illness/Disease.....	11
Return to Work After Serious Injury or Illness.....	11
Performance Improvement.....	11
Termination.....	13
Grievance Procedure.....	14
Workday.....	14
Electronic Visit Verification (EVV) System and Policy.....	14
Timekeeping.....	15
Client Confidentiality/HIPAA.....	15
Client Non-Discrimination Policy.....	15
Documenting and Reporting.....	16
Critical Incident Reporting.....	16
Client Changes, Critical Incidents, and Unusual Circumstances.....	18
Payday.....	18
Pay Advances.....	18
Punctuality.....	18
Schedule Changes.....	18
Cancellations and No Calls/No Shows.....	18
Overtime Compensation.....	19
Performance Review.....	19
Payroll Deductions.....	20
Employee Benefits.....	20
Vacations.....	20
Holidays.....	20
Leave of Absence and Military Leave.....	21
Jury Duty.....	21
Voting.....	21

Miscellaneous Policies	22
Confidentiality of Company Information.....	22
Business Ethics and Conduct.....	22
False Claims Act & Whistleblower Protection.....	22
Polygraph Tests.....	23
Medications.....	23
Gratuities to Government Employees of Officials.....	23
Client Monetary Policy.....	24
Employee Privacy.....	24
Telephone Usage.....	24
Courtesy Titles.....	24
Do Not Give Client Personal Phone Numbers.....	24
Do Not Call Client.....	24
Dress Code and Grooming.....	25
Nametags.....	25
Transportation.....	25
Visitors.....	25
Use of Client's Goods.....	25
Personal Items at Work.....	25
 Emergency Situations	 25
Emergency Closings.....	25
Emergencies in the Home.....	26
Emergencies in the Facility.....	26
 Appendix	 26
A) Confidentiality Agreement.....	26
B) Immunization Requirements.....	26
C) Associate Acknowledgement.....	26
D) Polygraph Notification.....	26

Our Company

Introduction to Right at Home

Welcome Letter

We are glad you have chosen to become a member of the **Right at Home of Middle Tennessee's** team. We hope your association with the Company will be a pleasant, beneficial, and challenging professional experience. We wish to provide opportunity and incentive for the growth and well-being for all of our associates.

This handbook is designed to furnish each of you with general information about our personnel policies and to answer some questions that you may have concerning our everyday operations. If you have any questions that this handbook does not answer, don't hesitate to ask your immediate supervisor for assistance, or if further interpretation or clarification of any of the policies is needed, please contact my office.

Our future success as a company and your individual success with the Company depend on our mutual respect and cooperation, and on each of us making contributions as team members to the overall Company objectives, to improve the quality of life for those we serve.

Sincerely

Bhavani Muvvala
Owner/General Manager
MMR Senior Alliance Corporation dba Right at Home of Middle Tennessee

Our Mission:

To become the leading non-medical home health care agency in the Middle Tennessee area by improving the quality of life for those we serve;

Our Values:

- The Customer Always Comes First
- Fair and Honest in All Dealings
- Respect for All Individuals
- Leadership by Example
- Excellence in Products and Services
- Rewards Tie to Performance

Introduction

The purpose of this handbook is to acquaint you with information about some of the Company's current policies, procedures, rules and benefits. This handbook replaces all previous personnel handbooks and policies.

The information in this handbook covers many subjects and is necessarily very general in its nature. The policies outlined herein are for guidance only. Nothing contained herein shall create or be construed to create any contractual rights between the Company and any Employee. These policies are subject to amendment, modification or termination by the Company in its discretion at any time without notice.

The employment relationship between the Company and its employees is at-will and may be terminated at any time by the Company or the employee for any reason, at any time and without notice. Any question you may have regarding the contents of this handbook should be directed to Karyn Beard, General Manager.

Right At Home will abide by state and federal regulations/laws.

Continuity of Policies - Right to Change or Discontinue

The policies and procedures in this manual are not intended to be contractual commitments by **Right at Home** and employees shall not construe them as such. They are intended to be guides to management and merely descriptive of suggested procedures to be followed. **Right at Home** reserves the right to revoke, change, or supplement these guidelines at any time without notice. Such changes shall be effective immediately upon approval by management unless otherwise stated.

No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied by statements in this manual.

Equal Opportunity Policy

Right at Home is an equal opportunity employer. No employee of the company will discriminate against an applicant for employment or a fellow employee because of race, creed, color, religion, sex, national origin, ancestry, age or any physical or mental disability. No employee of the company will discriminate against any applicant or fellow employee because of the person's veteran status.

This policy applies to all employment practices and personnel actions including advertising, recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, termination, rates of pay and other forms of compensation or overtime.

Employment Policy

While we hope that your employment with **Right at Home** will be long lasting, employees are free to resign at any time. In turn, the Company is free to terminate your employment at any time. This may be done without cause. No commitment for employment for any specified duration, including "lifetime" employment, shall be valid or binding

upon the Company unless it is expressly set forth in a written document and is signed by you and the president of the Company. You cannot rely on any oral statements to the contrary.

Recruitment

Right at Home aggressively recruits to attract top caliber individuals to all levels of the organization. Recruitment may be conducted through advertising, employment agencies, schools, employee referrals, or technical and trade referrals. Supervisors/managers should consider the most appropriate method of recruitment for filling departmental positions. All recruitment shall be conducted in an ethical, professional, and non-discriminatory manner.

Right at Home provides equal employment opportunity to all applicants on the basis of demonstrated ability, experience, and training.

Employee Selection and Development

Right at Home provides equal opportunity to all applicants on the basis of demonstrated ability, experience, training, and potential. Qualified persons are selected without prejudice or discrimination as stated in the company's equal opportunity policy.

The employment requisitions, initiated by the supervisor/manager, will define the job-related tasks and qualifications necessary to assume the position. The defined tasks and stated qualifications will be the basis for screening applications. The supervisor/manager will conduct structured initial interviews limited to job-related questions to assess each candidate's experience, demonstrated ability and training. The telephone may be used for these initial interviews.

Recruiting is only one part of continued employee development, which is a five-part process designed to help retain good workers. The employment development process includes (1) recruiting, (2) application/testing (3) interviewing, (4) hiring/orientation and (5) evaluation.

Recruiting — Recruiting involves a variety of factors:

- Developing a job description
- Finding candidates through:
 - employee referral
 - job boards
 - advertising in trade magazines and the general media
 - pre-employment back ground check
 - pre-employment drug screen
 - driver's licenses check

Application/Testing

- All employees must complete an application
- All employees must take and pass competency exam

Interviewing — Interviewing also involves a variety of factors:

- Telephone screening to determine if candidates meet the job description
- Initial one-on-one interviews
- Checking references and backgrounds:
 - 2 professional references
 - U.S. sex offender registry (annually)
 - Tennessee sex offender registry (annually)
 - Meth offender registry
 - Felony offender (annually)
 - Excluded individuals (LEIE) (monthly)
 - Excluded parties list system (EPLS)(monthly)
 - Abuse registry (annually)
 - License registry (when applicable)
 - Interstate Compact Offender Tracking System (ICOTS)

- o National Accurate Background /motor vehicle report (at hire)

Before extending an employment offer and upon the applicant's prior agreement, at least two applicant references must be checked. Inquiries are to be made in a professional manner, requesting only factually verifiable and job-related information. The reference data is used only as supplemental information for the hiring decision.

Background checks:

If a potential worker fails a criminal background check, he/she may request an individualized assessment be conducted by the provider. The individualized assessment will:

- Help to determine whether the potential worker may be excluded from your pool of candidates because of past criminal conduct.
- Provide the potential worker with notice he or she was disqualified as a candidate because of criminal conduct.
- Provide an opportunity for the potential worker to explain why the exclusion should not be applied to his/her circumstances.

After an individual assessment has been done, the decision to reinstate the prospective worker will be at the sole discretion of Right at Home management

Hiring/Orientation — after candidate interviews, verification of employment history and reference inquiries, the hiring manager is responsible for the employment offer. After the verbal offer has been made and the candidate has agreed to the essential terms of the offer (typically the position, employee classification, salary or rate, and the starting date), a date will be scheduled for orientation.

The verbal must never express or imply that employment is "permanent," "long-term," of a specific duration, or words of similar meaning.

After the candidate has accepted the employment offer, she or he will be required to provide documentation of identity and employment eligibility in accordance with federal law. Form I-9, shall be used for this purpose.

Here is an outline of the hiring process:

- Make verbal offer
- Schedule and conduct orientation
 - o Hiring Manager will call to schedule a mutually agreeable time
 - o Hiring Manager will review details of employment
 - o Hiring Manger will review Employee Manual
 - o Hiring Manager will answer any questions or concerns.
- File paperwork

Evaluation — giving constructive feedback at various times during the employment relationship is the final stage of the employment development process. New and existing employees will be provided with feedback at different times during the year.

Supervisors will provide the following:

- New employees will be receive and initial performance evaluation with-in a six month period of employment.
- Annual performance reviews for all employees

Initial and Ongoing Training

Our strategy is to train our team members, both initially and on an ongoing basis, to care for our clients.

Initial Training

During orientation, all team members are trained on the following modules and must sign off on training and competency.

- Critical Incident Reporting
- Identification and Reporting of Neglect and Abuse
- Documentation of Service Delivery
- Use and Guidelines for Using SanData and the EVV System
- Requirements for Serving the Elderly (no person convicted of a felony or abuse)
- Infectious Disease Prevention and Control
- Hand Washing and Hygiene
- Emergency Procedures
- Transportation Procedures
- Appropriate Relationships with Clients
- How to Care for the Elderly and Disabled
- Transportation Policy and Procedures
- Documenting Client Care
- Gifts, Tips, and Gratuities
- Medication Reminder Procedures
- HIPAA

Annual Training

All team members are trained and evaluated on the following training modules on an annual basis:

- Feeding your clients
- Handling Incontinence & UTI's
- Infectious Disease Prevention
- Bathing & Client Hygiene
- Maintaining Confidentiality
- Reporting & Documentation
- Understanding Abuse & Neglect
- Maintaining Professional Distance
- Using Assistive Devices
- Toileting Tips
- Performing Safe Transfers
- Personal Safety in the Workplace
- Medication Reminders
- HIPAA
- Critical Incident Reporting
- Use and Guidelines for Using SanData and the EVV System

Sexual Harassment

Right at Home will not allow any form of sexual harassment within the work environment. Sexual harassment, as defined in this policy, includes but is not limited to, sexual advances, verbal or physical conduct of a sexual nature, visual forms of a sexual or offensive nature (e.g., signs and posters), or requests for sexual favors. Any intentional sexual harassment is considered to be a major violation of company policy and will be dealt with accordingly by corrective counseling and/or suspension or termination, depending upon the severity of the violation.

Illegal Drug Abuse/Alcohol Abuse

This policy is implemented because we believe that the impairment of any **Right at Home** employee due to his or her use of illegal drugs or due to alcohol abuse is likely to result in the risk of injury to other employees, the impaired employee, or to third parties, such as clients or guests. Moreover, illegal drug abuse adversely affects employee morale and productivity. "Impairment" or "being impaired" means that an employee's normal physical or mental abilities while at work have been detrimentally affected by the use of illegal drugs or alcohol. Team members may be asked to take a random drug test at any time, for any reason, at management discretion. Any team member who fails a drug test for any reason, or refuses to take a drug test for any reason, is subject to additional disciplinary action, up

to and including termination.

The employee who begins work while impaired or who becomes impaired while at work is guilty of a major violation of company rules and is subject to severe disciplinary action. Severe disciplinary action can include suspension, dismissal or any other penalty appropriate under the circumstances. Likewise the use, possession, transfer or sale of any illegal drugs on company premises, client premises, client facility premises, or in any **Right at Home** job site is prohibited. Employees who violate this rule are subject to severe disciplinary action. In all instances disciplinary action to be administered shall be at the sole discretion and determination of the company.

Employee's Privacy

The company is concerned with its employee's privacy, especially when matters regarding medical and personal information are involved. As long as the information is not needed for police or security purposes, the company shall maintain employee medical and personal information in confidence and release this information to authorized company personnel on a "need to know" basis. An exception to this policy is when the employee signs a release for the transfer of such information on forms acceptable to the company to designated persons or agencies.

Nothing contained in this section shall eliminate or modify the company's right to terminate any employee at any time for any reason.

Smoking and Tobacco Use

Homecare associates: The use of any tobacco product is strictly prohibited within the client's home or within any client facility. As a homecare associate, you are not allowed to smoke within the client's home even though the client or the family may do so and encourage you to do the same.

Staffing associates: Some of your client facilities may allow our associates to smoke. However you may only smoke under the following conditions: if the facility allows smoking on their premises, you may only smoke in areas designated by the facility, you may smoke while on break or during lunch if you have reported to the charge nurse or supervisor that you are leaving for break and they have adequate coverage.

For anyone who is allowed to smoke outside home/facility, you are required to clean up after yourself. Butts should never be placed on client grounds.

Employment Classifications

There are three classifications of employees:

Regular Full-time — an employee who works a minimum 40-hour workweek on a regularly scheduled basis.

Regular Part-time — An employee who works less than a normal workweek on either a regularly scheduled basis or on an irregular basis.

All employees are classified as exempt and nonexempt according to these definitions:

Salaried Exempt — Positions of a managerial, administrative or professional nature, as prescribed by federal and state labor statutes, which are exempt from mandatory overtime payments.

Salaried Nonexempt (hourly) — Positions defined by statute, which are covered by provisions for overtime payments.

If you are uncertain as to your status, please contact your supervisor/manager.

Employee Safety

Right at Home strives to provide its employees with a safe and healthful workplace environment. To accomplish this goal, both management and employees must diligently undertake efforts to promote safety.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. Failure to report an injury or illness may preclude or delay the payment of any benefits to the employee.

Right at Home reserves the right to require a drug test upon the report of any work related injury.

Infectious Illness/Disease Policy

As a joint protection to the employees and clients, all team members are required to adhere to the following precautions in order to mitigate the spread of infectious illnesses and diseases as well as prevent team members and clients from illness.

- **TB skin testing:** All team members who come in contact with clients, hospitals, or facilities must annually have a TB skin test. Any team member who tests positive for TB must receive a chest X-ray. All team members must provide a negative TB skin test or proof of X-ray as a condition of employment.
- **Flu shots:** All team members are encouraged to get a flu shot annually. All team members who come in contact with clients, hospitals, or facilities must annually document whether they have had a flu shot or declined to have a flu shot. Any team member who has declined to get a flu shot will be prohibited from providing care in any hospital, facility, or client that requires a flu shot.
- **Sanitary precautions:**
 - Hands must be washed prior to providing any service or preparing any food.
 - Non-latex gloves must be worn at all times while providing service (gloves will be provided at no charge to all clients and team members).
 - Masks will be provided at no additional charge and worn in the event that a client has been diagnosed with a contagious illness.
- **Caregiver illness:** Personnel who have contracted infectious diseases or illnesses shall not serve clients until respective employees no longer present symptoms of said illness or disease. Additionally, if a client feels that a team member is too ill to provide services, regardless of team member's opinion, Right at Home will immediately replace said team member.
- **Return to work after serious illness:** As a joint protection to the team members, clients, and the company, any team member who has been absent from work due to a serious illness is required to obtain a doctor's release specifically stating that the employee is no longer ill or contagious and is physically capable of performing their duties or assignments without risk to the client or team member.

Return to Work After Serious Injury or Illness

As a joint protection to the employee and the company, employees who have been absent from work because of serious illness or injury are required to obtain a doctor's release specifically stating that the employee is capable of performing his or her normal duties or assignments. A serious injury or illness is defined as one that results in the employee being absent from work for more than two (2) consecutive weeks or one which may limit the employee's future performance of regular duties or assignments.

Right at Home management shall ensure that employees who return to work after a serious injury or illness are physically capable of performing their duties or assignments without risk of re-injury or relapse.

If the cause of the employee's illness or injury was job-related, the employee's supervisor/manager will make every reasonable effort to assign the returning employee to assignments consistent with the instructions of the employee's doctor until the employee is fully recovered. A doctor's written release is required before recovery can be assumed.

Performance Improvement

Performance improvement may be suggested whenever company management believes that an employee's performance is less than satisfactory and can be resolved through adequate counseling. Corrective counseling is completely at the discretion of company management. The company desires to protect its investment of time and expense devoted to employee orientation and training whenever that goal is in the company's best interests. The company expressly reserves the right to discharge "at will." Even if corrective counseling is implemented, it may be terminated at any step at the discretion of management. Management, in its sole discretion, may warn, reassign, suspend or discharge any employee at will, whichever it chooses and at any time.

The supervisor/manager will determine the course of action best suited to the circumstances. The steps in performance improvement are as follows:

Verbal counseling — As the first step in correcting unacceptable performance or behavior, the supervisor/manager

should review pertinent job requirements with the employee to ensure his or her understanding of them. The supervisor/manager should consider the severity of the problem, the employee's previous performance appraisals and all of the circumstances surrounding the particular case. Stating that a written warning, probation or possible termination could result if the problem is not resolved should indicate the seriousness of the performance or misconduct. The employee should be asked to review what has been discussed to ensure his or her understanding of the seriousness of the problem and the corrective action necessary. The supervisor/manager should document the verbal counseling for future reference immediately following the review.

Written counseling — If the unacceptable performance or behavior continues, the next step should be a written warning. Certain circumstances, such as violation of a widely known policy or safety requirement, may justify a written warning without first using verbal counseling. The written warning defines the problem and how it may be corrected. The seriousness of the problem is again emphasized, and the written warning shall indicate that probation or termination or both may result if improvement is not observed. Written counseling becomes part of the employee's personnel file.

Probation — If the problem has not been resolved through written counseling or the circumstances warrant it, or both, the individual should be placed on probation. Probation is a serious action in which the employee is advised that termination will occur if improvement in performance or conduct is not achieved within the probationary period. The employee's supervisor/manager, after review of the employee's corrective counseling documentation, will determine the length of probation. Typically, the probation period should be at least two weeks and no longer than 90 days, depending on the circumstances. A written probationary notice to the employee is prepared by the supervisor/manager.

The supervisor/manager should personally meet with the employee to discuss the probationary document and answer any questions. The employee should acknowledge receipt by signing the document. If the employee should refuse to sign, the supervisor/manager may sign attesting that it was delivered to the employee and identifying the date of delivery. The probationary document becomes part of the employee's personnel file.

At the completion of the probationary period, the supervisor/manager will determine whether the employee has achieved the required level of performance and to consider removing the employee from probation, extending the period of probation or taking further action. Should probation be completed successfully, the employee should be commended, though cautioned that any future recurrence may result in further disciplinary action.

Involuntary Termination — The involuntary termination is prepared by the supervisor/manager. Involuntary termination is reserved for those cases that cannot be resolved by corrective counseling or in those cases where a major violation has occurred, which cannot be tolerated.

The following definitions and classification of violations, for which corrective counseling, performance improvement or other disciplinary action may be taken, are merely illustrative and not limited to these examples. A particular violation may be major or minor, depending on the surrounding facts or circumstances.

Violations — Listed below are some of the possible violations that can lead to disciplinary actions

- Excessive tardiness
- Unsatisfactory job performance
- Interfering with another employee's job performance
- Excessive absenteeism
- Failure to observe working hours, such as the schedule of starting time, quitting time
- Performing unauthorized personal work/errands on company time
- No Call/No Show
- Fighting on company/client premises
- Repeated occurrences of related or unrelated minor violations, depending upon the severity of the violation and the circumstances
- Any act which might endanger the safety or lives of others
- Departing company/client premises during working hours for personal reasons without the permission of the supervisor/manager
- Bringing firearms or weapons onto the company/client premises
- Deliberately stealing, destroying, abusing, or damaging company/client property, tools, or equipment or the property of another employee or visitor

- Disclosure of confidential company information or trade secrets to unauthorized persons
- Willfully disregarding company policies or procedures
- Willfully falsifying any company records
- Willfully deleting any files and company records
- Employee's conviction for or confession to fraud, misappropriation, embezzlement, theft or the like against the company/client
- Employee's conviction of a felony or a crime involving moral turpitude
- If Employee performs any intentional act which, under the reasonable man standard, damages the reputation of the company
- Employee's conviction for or confession to sexual harassment in any form towards employees of the company or anyone affiliated with the company
- Employee's excessive absence from performing his duties for the company, as determined by the company, in the company's sole and absolute discretion.

Termination

Terminations are to be treated in a confidential and professional manner by all concerned. The supervisor must assure thorough, consistent and evenhanded termination procedures. This policy and its administration will be implemented in accordance with the company equal opportunity statement.

Terminated employees are entitled to receive all earned pay. Employment with the company is normally terminated through one of the following actions:

Resignation — voluntary termination by the employee;

Dismissal — involuntary termination for substandard performance or misconduct; or

Layoff — termination due to reduction of the work force or elimination of a position

Resignation — An employee who wants to terminate employment, regardless of employee classification, is expected to give as much advance notice as possible. Two weeks or ten working days is generally considered to be sufficient notice time.

Dismissal — Dismissal is at **Right At Home's** discretion. **Substandard performance** — an employee may be discharged if his or her performance is unacceptable. **Misconduct** — an employee found to be engaged in activities such as, but not limited to, theft of client or company property, insubordination, conflict of interest or any other activities showing willful disregard of company interests or policies will be terminated as soon as the supervisor/manager and management team have concurred with the action. Termination resulting from misconduct shall be entered into the employee's personnel file. The employee shall be provided with a written summary of the reason for termination.

Layoff — when a reduction in force is necessary or if one or more positions are eliminated, employees will be identified for layoff after evaluating the following factors:

1. Company work requirements;
2. Employee's abilities, experience, and skill;
3. Employee's potential for reassignment within the organization; and
4. Length of service.

The immediate supervisor/manager will personally notify employees of a layoff.

Termination Processing Procedures

All outstanding advances charged to the terminating employee will be deducted from the final paycheck.

On the final day of employment, the supervisor must receive all keys and company property (including Name Tags) from the employee.

The employee's final check shall include all earned pay and any expenses due the employee. Final paychecks must be picked up from the office.

Grievance Procedure

Right at Home recognizes the value of a grievance procedure that provides for the timely review of employee grievances in a fair yet workable manner. A grievance is considered to be any dispute between an employee and the company which impacts on an employee's ability to perform his or her job.

Although purely personal matters between employees would not ordinarily give rise to a grievance subject to this grievance procedure, any matter that adversely affects an employee's ability to perform his or her job could be the subject of a grievance. Use good individual judgment and common sense as your guide.

An employee may express a verbal grievance to his or her immediate supervisor/manager. If the concern is not resolved to the employee's satisfaction within one week, the employee may put in writing the details of his or her grievance and submit the grievance to the immediate supervisor/manager.

Mathew Boyd will review the written statement. The employee and his or her supervisor/manager will request a hearing for resolution of the problem. The problem will be discussed in the presence of the employee and supervisor/manager. Final resolution of the grievance will be made by Mathew Boyd and discussed with the employee and supervisor/manager.

The decision will be reduced to writing, a copy given to the employee and supervisor/manager, with the original kept by **Right At Home**. A copy will be filed in the employee's personnel file when appropriate.

Workday

Office hours at **Right at Home** are **Monday thru Friday 8:00 a.m. to 5:00 p.m.** The on-call supervisor may be reached **24 hours a day 7 days a week by calling the main office at 615-809-2283.**

It is the policy of the Company to try and accommodate associate's requests for specific workdays and/or hours. However, at no time does **Right At Home** guarantee specific shifts or number of hours available.

Electronic Visit Verification (EVV) System and Policy

EVV stands for Electronic Visit Verification System. It is an electronic system that paid caregivers use to check in at the beginning and check out at the end of each period of service delivery. The system is used to monitor members' receipt of specified and scheduled home and community based service hours and also to generate claims for submission and payment for the team member.

- Team member must use the member/client's phone to call in and out of the EVV system.
- Right at Home uses SanData EVV for our TennCare CHOICES clients and Telephony EVV for our private pay clients. (The appropriate telephone number is on the front of each client binder).
- Calling in and out is required upon arrival and departure.
- MCOs must be advised immediately to any deviations as it relates to the member/client's plan of care.
- Right at Home of Middle Tennessee will have at least one full-time staff person devoted to EVV monitoring and at least two people fully trained and knowledgeable on the functionality of the EVV system including billing, exceptions, scheduling, and late/missed visit handling.
- Right at Home of Middle Tennessee will have a person on call at all times to handle EVV monitoring during work hours and after hours.
- Right at Home of Middle Tennessee will have sufficient staff to provide services in accordance with a member/client's plan of care as well as having additional back-up staff in the event the original caregiver cannot provide care.
- Right at Home of Middle Tennessee will provide timely submission of any and all information needed regarding the client/member's visit, status, and/or late/missed visits.
- All EVV visits will be scheduled in advance.
- All EVV exceptions will be worked within 24 hours of occurrence.
- All claims will be submitted within 120 days of actual date of service to MCO.
- Client/member's eligibility will be verified prior to providing services.
- All team members will be trained on the use of the EVV system, including how to clock in and out using a member's phone, how to enter the tasks and document services, and what to expect in the event that the system is not

utilized correctly.

- All team members will be updated on any new EVV information that is pertinent to member/client's services as applicable via in-service assessment or flyer.
- Right at Home of Middle Tennessee will notify the respective MCO regarding any member/client status changes, including hospitalizations, vacations, holidays, or nursing home stays.
- Provider will maintain and Update all Staff contact information in the EVV system weekly or more often as necessary.

Timekeeping

We use automated systems for keeping track of times in and out. You will be responsible for following the instructions below. Your personal ID number is on the back of your name tag. It is important that you do not use any phone other than the client's to place these calls. We use **Telephony** for private pay clients and **SanTrax** for Medicaid Waiver clients.

Telephony—this is the automated system for private pay clients:

- Arrival instructions: **CALL THIS AS SOON AS YOU ARRIVE ON YOUR ASSIGNMENT!**
 - Dial 1-888-506-7509
 - Enter your ID # _____ (this ID number is unique to you)
 - Touch # if correct or * if incorrect
 - Touch 1 to start a visit
- Departure instructions: **MAKE THIS THE LAST THING YOU DO BEFORE LEAVING!**
 - Dial 1-888-506-7509
 - Enter your ID # _____ (this ID number is unique to you)
 - Touch # if correct or * if incorrect
 - Touch 2 to end a visit
 - Enter the 4 digit call type 1000

Santrax—this is the automated system used by Medicaid Waiver clients:

- Arrival instructions: **CALL THIS AS SOON AS YOU ARRIVE ON YOUR ASSIGNMENT!**
 - Dial
 - Enter your ID # _____ (this ID number is unique to you)
- Departure instructions: **MAKE THIS THE LAST THING YOU DO BEFORE LEAVING**
 - Dial
 - Enter your ID # _____ (this ID number is unique to you)
 - Enter the number of tasks performed for the member
 - Press the two-digit task number you performed

These processes are very quick and most complete the call in less than 30 seconds.

Client Confidentiality/HIPAA

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations restrict Right at Home's ability to disclose and use a client's protected health information (PHI). Protected health information means information that is created or received regarding a client/customers' past, present, or future physical or mental health or condition. It is our policy for all Right at Home team members to comply fully with HIPAA's requirements. We cannot discuss or share anything verbally, physically, or electronically that is unique or confidential regarding a client's PHYSICAL, MENTAL, EMOTIONAL, SOCIAL, PSYCHOLOGICAL, or FAMILY situation with other parties without the express written permission from the client or their Power of Attorney

Client Non-Discrimination Policy

Right at Home-Middle Tennessee is an equal opportunity service provider and does not discriminate who we provide services for based on race, national origin, age, disabilities, sex, or religion.

Based on our non-discrimination policy regarding race, national origin, age, disabilities, sex, or religion, Right at Home-Middle Tennessee, will not:

- Deny an individual a service, aid, or other benefit
- Provide a benefit, etc. that is different or is provided in a different manner.
- Subject an individual to segregation or separate treatment.
- Restrict an individual in the enjoyment of benefits, privileges, etc.
- Treat an individual differently when determining eligibility.
- Select sites or locations of facilities that exclude protected individuals.

Clients who feel that they have been discriminated against may contact:

- Tennessee Human Rights Commission, Title VI Compliance Program, (800) 251-3589
- U.S. Dept. of Health and Human Services, Region IV Office of Civil Rights, (404) 562-7886
- U.S. Dept. of Health and Human Services, Office of Civil Rights, (800) 368-1019

Documentation and Reporting

One of the most critical elements of the service we provide is documenting what we do on a daily basis. We document the service we provide and activities that occur in our clients' home on a daily basis using Care Notes, which are located in the client's care binder. Because the client care notes and documentation are legal documents which may be used by the State of Tennessee, our client's family, or a long-term insurance company to verify services provided, care notes must be completed in a professional and standardized format. Below are the minimum expectations for documentation. Documentation must:

- Be completed on a daily basis (best to do multiple times per day vs. waiting until the end of the shift).
- Include start and finish time as well as your signature.
- Can only be completed using either black or blue ink.
- Include only facts that are objective in nature. Only document events that you can verify with any of the five senses—touch, taste, smell, see, and hear.
- Include quotation marks if you are documenting a statement made by a client. Ex: Mrs. Jones said, "I don't feel very good today; I feel very sad." Note that while this may not be a fact, verifiable objectively, it is a direct statement made by the client.
- Must be turned into the office on a regular basis.

Example:

Helped Mrs. Smith get up. Assisted to use the bathroom. Assisted to the kitchen. Prepared scrambled eggs, toast, and orange juice. Ate 50%. Assisted to the living room. Cleaned up kitchen, mopped floor, took out trash. Assisted to the shower; helped with dressing. Assisted to living room to watch TV. Changed the bed linens. Put in a load of laundry. She asked me to watch Price is Right with her. She's still upset the Bob Barker left. Vacuumed living room. Checked the mail. Mrs. Smith gave me \$50 and asked me to run some errands. Picked up her medication at Walgreens (\$22.50) and went to Kroger for groceries (\$14.25). Returned to apartment, gave \$13.25 change back to Mrs. Smith. Prepared lunch. Changed laundry. Assisted to table. Ate 50% of grilled cheese and tomato soup. She said "I'm just not feeling very hungry today." Assisted back to living room. Cleaned kitchen. Folded clothes and put them away. Told her I would see her tomorrow.

Critical Incident Reporting

In addition to calling the office and notifying your supervisor immediately, any critical incident that occurs in a client's home that is a CHOICES member must be reported within 24 hours using the following procedures. Critical incident is an incident that occurred in a HCBS setting, happened to a CHOICES member, occurred within the provision of covered HCBS, and is one of the following critical incident types:

- Unexpected death of a CHOICES member.
- Suspected physical or mental abuse of a CHOICES member.
- Theft of property or medication from a CHOICES member – including knowingly obtaining or exercising control over the property/medication of another without their consent.
- Financial exploitation of a CHOICES member – including the improper use by a caretaker of funds which have been paid by a governmental agency to an adult or to the caretaker for the use or care of the adult.
- Severe injury sustained by a CHOICES member.
- Medication error involving a CHOICES member.
- Sexual abuse and/or suspected sexual abuse of a CHOICES member.
- Abuse and neglect and/or suspected abuse and neglect of a CHOICES member.

Timelines for Reporting CIRs to BlueCare

- **Initial reporting**: Reporting must be done immediately or within 24 hours of the time of discovery. Report may be verbal or written.
- **Date of Discovery**: "The **date and time** the **first** person/entity discovered the Critical Incident, whether that be BlueCare Tennessee or the provider."
- **Written report**: Written report will be required by MCO on their respective form within 48 hours of discovery if the initial 24-hour report was verbal.
- **CIR investigation**: Comprehensive written follow-up report is required within 20 calendar days of discovery.
- **APS reporting**: APS report must occur within 24 hours of discovery of suspected abuse, neglect, or exploitation.

Immediate Actions

- Immediately remove the accused worker from providing services for all TennCare members until investigation is complete.
- Ensure a new worker has been assigned or notify the MCO that member's back-up plan needs to be initiated and that MCO is aware if additional service support is required.
- If medication theft, a drug screen should be performed within 24 hours of discovery for the medication in question.
- Ensure the health and safety of member by obtaining EMS assistance if required, and encourage member to contact law enforcement and file a report if applicable.

Follow-Up Report

- A follow-up report will be provided to the respective MCO for any critical incident for a member within 20 days of episode. The follow-up report will include:
 - All findings from the provider's investigation
 - All actions taken, both preventive and corrective
 - Worker's statement and supporting documentation or reasons why that documentation is not included
 - Copies of any law enforcement reporting and drug tests results, if applicable
 - A conclusion based on the investigation
- A copy of the report will also be sent to APS and our licensing bureau.

Training

- All team members will receive the following training regarding critical incident reporting at new hire, annually, and refreshers as needed:
 - Definitions of critical incident reports
 - Identifying critical incidents
 - Reporting critical incidents (within 24 hours)
 - What to expect during a critical incident investigation
 - Who to contact regarding a critical incident

Compliance and Cooperation

- Right at Home of Middle Tennessee will provide critical incident information in a timely manner and cooperate fully by providing all pertinent information to the appropriate MCO, APS, and license bureau regarding any critical incident.

CIR Contact Information (within 24 hours)

- APS: 1-888-277-8366
- APS fax: 1-866-294-3961
- United Healthcare: 615-876-8443
- Amerigroup: 615-316-2400 x 22821
- BlueCare fax: 615-565-1923 or CHOICESquality@BCBST.com

Suspected abuse, neglect, and/or exploitation of CHOICES members who are adults should be reported immediately (in accordance with TCA 71-6-103) to adult protective services at 1-888-APS-TENN or in Nashville at 615-532-3492.

Client Changes, Critical Incidents, and Unusual Circumstances

Any changes outside of normal client plan of care or caregiving routine or schedule must be reported to the Director of Quality Care or President/General Manager immediately and must be documented immediately. The Care Coordinator/Social Worker for the member/client must be notified of these changes as well via phone or e-mail by Right at Home, even if the family has indicated they will do it. The Director of Quality Care or President/General Manager is then responsible for next steps in best serving the member/client.

Payday

Associates are paid weekly by **Right At Home**. Pay periods begin on Sunday and end on the following Saturday at midnight. Checks will be mailed out, to be delivered via U.S. Mail. Checks should be expected to be delivered by Friday. **Right at Home** cannot guarantee that checks will arrive in a timely manner as we do not have any control over the U.S. Postal system. If you have made previous arrangements to have your check picked up at the office, the check will be available Wednesdays after 12:00 noon. If your check has not been picked up by Friday at 4:00 p.m. it will be mailed via U.S. Mail.

To avoid any issues with check delivery or pick-up we highly recommend that you have your paycheck sent direct deposit. Direct deposit will be available to you after 30 days of employment

Pay Advances

It is our policy to decline all requests for early paychecks or pay advances for personal reasons.

Punctuality

Although we expect punctuality, we do recognize that circumstance may arise causing you to be late for an assigned shift. If you are going to be late for an assignment, **you must call and alert your supervisor directly. Do not call the Client.**

Schedule Changes

If there are any schedule changes to be made, the client must contact the office in order to do so. Any time a client asks you to work beyond your normal schedule, you must contact the office for approval.

Cancellations and No Calls/No Shows

You are an important part of the **Right at Home** and RAH staffing team. When you are given an assignment, you are chosen because you are the most qualified person for the assignment. We make every effort to give you the specific days and hours you request. You have the right to refuse any assignment offered to you. However, when you accept an assignment we consider that a commitment on your part to be there on time, appropriately dressed and ready to do the best job you can.

We offer shifts to you based on the availability that you have given to us. For instance, if you have made a personal appointment for yourself or a family member/friend, then it is your responsibility to notify us of these arrangements

with ample time to make other arrangements for the shift. Remember, you are in the position to care for persons who are unable to care for themselves.

If you must cancel once you have accepted an assignment, we require a **minimum of 4 (four) hours' notice**. When you cancel it must be done personally (we do not accept a cancellation from anyone but you) and you must speak directly with a Right At Home supervisor. Cancellations called in through our message center are not acceptable and will be viewed as a "No Call/No Show."

- 3 (three) cancellations occurring within a 2-month (60 day) period will result in the associate being placed on probation for a period of 60 (sixty) days. You will be notified by telephone and/or in writing when this occurs. Any cancellations occurring during the probationary period can result in termination of employment.
- If you cancel a scheduled weekend shift, you will automatically be required to work the following weekend.
- No notice of cancellation (No Call/No Show) can result in immediate termination.
- Any abandonment of shift by licensed personnel can result in termination and further disciplinary action from the State Board of Nursing.

It is your responsibility to notify our office of your availability. We will make every effort to find shifts that meet your scheduling needs. The more advance notice you give, the more likely you will get the desired shifts at the clients and facilities of your choice. Staffing associates must notify our office if you have accepted a shift directly from the facility as soon as possible. Do not schedule yourself for overtime without prior approval from this office. If you have given available dates and you have not heard back from the office, please call again to verify schedule.

Associates who do not notify us of their availability for a period greater than 7 days are considered voluntarily terminated from employment.

Overtime Compensation

Right at Home is in a service business and will sometimes ask the employee to work more than 40 hours under special circumstance. We expect our employee to work overtime when it is assigned. We will attempt to schedule overtime in advance whenever possible.

Caregiver Exemption: The Fair Labor Standards Act (FLSA) imposes minimum wage and overtime requirements on employers and specifically exempts from overtime any employee employed in domestic service employment to provide companionship services to individuals who, because of age or infirmity are unable to care for themselves. There are 5 specific criteria for this exemption:

1. Caregiver must not be a RN, LPN, or medically skilled personnel.
2. Service cannot be in a hospital, nursing home, or other business establishment.
3. Domestic care services only (residential)
4. Client/family must be joint employer
5. General household work or homemaker services must be 20% of the total hours worked

Based on this, non-exempt salaried (hourly) employees will be paid either at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of 40 hours in any one workweek based on their assignment, or at their regular rate if their assignment falls within the Caregiver Exemption criteria.

Management will review this in advance of any Overtime that is assigned to ensure that employees clearly understand their assignment and compensation.

Performance Review

After 90-day probationary period, **Right At Home** will conduct a performance evaluation. You will be evaluated on the following:

- Punctuality

- Willingness to accept direction
- Initiative
- Appearance
- Quality of work
- Job performance

Review is rated as described below:

- Unacceptable
- Below average
- Average
- Above average
- Exceptional

Payroll Deductions

The following mandatory deductions will be made from every employee's gross wages: federal income tax, Social Security FICA tax, and applicable state taxes.

Every employee must fill out and sign a federal withholding allowance certificate, IRS Form W-4, on or before his or her first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at any time when his or her circumstances change. Employees who paid no federal income tax for the preceding year and who expect to pay no income tax for the current year may fill out an Exemption from Withholding Certificate, IRS Form W-4E. Employees are expected to comply with the instructions on Form W-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

Every employee will receive an annual Wage and Tax Statement, IRS Form W-2, for the preceding year on or before January 31. Any employee, who believes that his or her deductions are incorrect for any pay period, or on Form W-2, should check with the office immediately.

Under certain circumstances, state and federal departments may require wage garnishments; **Right At Home** abides by all state and federal regulations/laws in doing so.

Employee Benefits

Vacations

It is not the policy of Right At Home to have paid vacation time. However, vacation time off without pay is acceptable with no less than 2 weeks' notice to supervisor/manager for pending arrangements to be out of work.

Holidays

Right at Home provides ten (10) paid holidays each year. Holidays are only paid to associates who work during the holiday. Because we pay based on reimbursement, holidays are reimbursed in two distinctive ways. Associates who work for **private pay clients** are compensated for the Holiday at the rate of one and one-half times their regular hourly rate. Associates who work for government clients will be reimbursed at their regular rate. Associates not working on the Holiday are not entitled to any holiday pay.

The Company is officially closed on these days:

January	New Year's Eve (after 3:00 p.m.)
January	New Year's Day
March/April	Easter
May	Memorial Day
July	Independence Day

September	Labor Day
November	Thanksgiving Day
December	Christmas Eve (after 3:00 p.m.)
December	Christmas Day

Leave of Absence and Military Leave

A leave of absence is time off in a non-pay status. Upon receipt of a formal written request for leave of absence from regular full-time employees, management will determine whether a leave of absence will be granted. (Also see Medical/Family Leave policy.)

The employee is expected to request leave of absence with as much advance notice as possible. Leaves of absence will not be granted for periods less than two weeks in duration. Vacation or sick leave should be used for such absences.

The reason for leave should fall into one of the following categories:

1. Military
2. Personal

The leave classifications are defined as follows:

Military — To protect the employment rights of employees entering the armed forces of the United States and to ensure conformance with the applicable federal laws, a leave of absence must be granted to all employees, except temporary, who enter military service for active duty as a result of the following:

- Initial enlistment in the armed services of the United States;
- Initial training period in the National Guard;
- Being ordered to active military service as a member of the Reserves or National Guard for an indefinite period or for a periodic training period up to ten working days;
- And any service requirements under the Selective Service Act.

Personal — Personal leaves may be granted to employees having special personal needs for an extended period of absence. Each case will be evaluated on its own merits, and the following will be taken into consideration:

1. The reason for the request;
2. The amount of time required; and
3. The employee's length of service and past record.

Return to Work

Employees who do not return to work after any leave of absence will be terminated effective on the last day of work or paid leave, whichever is later.

Jury Duty

Right at Home will grant employees time off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. A copy of the court order or subpoena must be supplied to the employee's supervisor/manager when requesting time off.

The employee is entitled to full pay (based on average daily hours for previous 4 work-weeks) for each day of jury duty or service as a witness up to a maximum of 20 days per year. However, time off for court appearances as a party to any civil or criminal litigation shall not be compensated, and the employee must arrange for time off without pay or use accrued vacation or personal leave for such appearances.

Voting

Right at Home encourages all employees to vote. Employees are encouraged to take advantage of polling hours prior to the beginning or following the end of your workday.

If this cannot be arranged, your supervisor/manager will approve time off to vote either at the beginning or end of your workday, provided that you give at least one day's notice to your supervisor/manager.

Miscellaneous Policies

Confidentiality of Company Information

It is the responsibility of all Right at Home employees to safeguard sensitive company information. The nature of our business and the economic wellbeing of our company are dependent upon protecting and maintaining proprietary company information. Continued employment with the Company is contingent upon compliance with this policy. Each Company supervisor/manager bears the responsibility for the orientation and training of his or her employees to ensure enforcement of company confidentiality. Sensitive company information is defined as trade secrets or confidential information relating to, processes, know-how, customers, designs, marketing data, accounting, pricing or salary information, business plans and strategies, and negotiations and contracts.

In consideration of their employment with **Right at Home**, employees will be exposed to information and materials which are confidential and proprietary and of vital importance to the economic well-being of the company. Employees will not at any time disclose or use, either during or subsequent to their employment, any information, knowledge or data which they receive or develop during their employment which is considered proprietary by **Right at Home** or which relates to the trade secrets of the company. Such information, knowledge or data includes the following which is by example only: processes, know-how, accounting or financial data, pricing or salary data, marketing data, business plans and strategies, negotiations and contracts, research, customer or vendor lists, inventions and discoveries.

Upon termination of their employment with **Right at Home**, they must promptly return any and all documents containing the above information, knowledge or data, or anything relating thereto, to the company.

Business Ethics and Conduct

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Company is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to its customers to act in a way that will merit the continued trust and confidence of the public.

Right at Home will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. When a situation arises in which it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and (if necessary) with the President for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Associate. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

False Claims Act & Whistleblower Protection

False Claims Act

Right at Home and all Right at Home team members are required to abide by Federal and State laws and regulations governing the administration and operations of managed care entities within the healthcare program. Right at Home abides by the Federal False Claims Act (Deficit Reduction Act 6032) which establishes liability for the following activities:

- Knowingly presenting or causing to be presented to an officer or employee of the United States and/or applicable state government a false or fraudulent claim for payment or approval.
- Knowingly making, using or causing to be made or used a false record or statement to get a false or fraudulent claim paid or approved by the government.
- Conspiring to submit a false claim or to defraud the government by getting a false or fraudulent claim allowed or paid.
- Possessing, having custody of, or controlling property or money used, or to be used, by the government and intending to defraud the government or to willfully conceal the property, delivers or causes to be delivered less property than the amount of which the person receives a certificate or receipt.
- After being authorized to make or deliver a document certifying receipt of property used, or to be used by the government and with the intent to defraud the government, makes or delivers the receipt without completely knowing that the information on the receipt is true.
- Knowingly buying or receiving as a pledge, an obligation, or debt, public property from an officer or employee of the government or any person who lawfully may not sell or pledge the property.
- Knowingly making, using, or causing to be made or used, a false record or statement to conceal, avoid or decrease an obligation to pay or transmit money or property to the government.
- Knowingly makes, uses or causes to be made or used any false or fraudulent conduct, representation or practice in order to procure anything of value directly or indirectly from the government.

Whistleblower Protection

Protections against retaliation exist under Federal and State laws for anyone providing a good faith report or filing and/or participating in litigation or other investigations under the various false claims acts. Any employee who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment by such employee's employer because of lawful acts done by the employee on behalf of the employee or others in furtherance of an action under T.C.A. 71-5-183, including investigation for, initiation of, testimony for, or assistance in an action filed or to be filed under T.C.A. 71-5-183, shall be entitled to all relief necessary to make the employee whole.

Any suspected fraud and abuse will be reported to Tennessee Bureau of Investigation (TBI) at 1-800-433-5454 or www.state.tn.us/tenncare; then click on Report Fraud.

Polygraph Tests

In the event a client makes a claim for a loss of property or accuses a caregiver of theft, the caregiver may be asked to submit to a Polygraph in order to help clear him or her of any wrong-doing. The polygraph will be performed by a recognized outside specialist. (Appendix D). Caregivers are removed from all schedules until the investigation is completed. Failure to co-operate in the investigation may result in the caregiver's termination.

Medications

As a caregiver you are strictly prohibited from administering any form of medications. This includes, but is not limited to, prescription medications, over the counter medications as well as eye drops, ointments and eardrops.

Gratuities to Government Employees or Officials

In adherence to government regulations, no employee may offer a gratuity to any government employee or official on

behalf of, or in pursuance of, **Right at Home** business. Gratuities are defined as meals, drinks, gifts, expenses, cash or any other item of value, including personal service.

Right at Home strictly forbids any form of a business gift to federal, state, or municipal employees. Management is charged with the responsibility of informing all employees of this policy and maintaining adherence to it.

Violation of this policy will be treated as a major violation and, depending on the circumstances, may be grounds for immediate termination or other appropriate action.

Client Monetary Policy

From time to time, clients will offer gifts, gratuities, or tips or may ask you to make a purchase for them and offer you cash, checks, credit cards, or debit cards. In these situations, the following policy applies: Right at Home of Middle Tennessee team members and caregivers are *strictly prohibited* from handling clients' cash, checks, gifts, credit cards, debit cards, and any other form of currency without the express written consent of the Right at Home Nashville management. This policy is specifically designed to protect our valued clients and team members. Any violation of this policy may be construed as a violation of clients' rights and is cause for disciplinary action up to and including termination and criminal prosecution.

Employee Privacy

Right at Home recognizes our employees' rights to privacy. In achieving this goal, the company adopts these basic principles:

1. The collection of employee information will be limited to that which the company needs for business and legal purposes;
2. The confidentiality of all personal information in our records will be protected;
3. All in-house employees involved in recordkeeping will be required to adhere to these policies and practices. Violations of this policy will result in disciplinary action;
4. Internal access to employee records will be limited to those employees having an authorized, business-related, need-to-know basis. Access may also be given to third parties, including government agencies, pursuant to court order or subpoena;
5. The company will refuse to release personal information to outside sources without the employee's written approval, unless legally required to do so;
6. Employees are permitted to see the personal information maintained about them in the company records. They may correct inaccurate factual information or submit written comments in disagreement with any material contained in their company records.

Telephone Usage

Personal cell phone usage in client's home or facility is strictly prohibited. Exceptions are in cases of emergency use.

The use of client's phone for personal use is to be kept to a minimum and only if necessary. You are never allowed to make any private long distance calls on client phones.

When at a client's home you are required to answer their phone, unless specifically asked to do otherwise.

Courtesy Titles

As an associate with **Right At Home** you are required to give deserved respect to clients, family of clients and guest of clients. By this, you are required to refer to all of the previous with courtesy titles of Mr., Mrs., or Ms.

Do Not Give Client Personal Phone Numbers

You are not to give a client or client representative/family member your personal phone number. If a client needs a schedule change or has a specific request, they will contact the office.

Do Not Call Client

If the occasion ever arises that you feel necessary to contact the client regarding any matter, you are to contact the office, notify the office of the situation and the office will notify the client of any situation. You are not allowed to contact the client directly.

Dress Code and Grooming

Right at Home employees must report for their assignments in neat and clean clothing. Scrubs are mandatory for all associates. For safety, you must wear closed-toed shoes. You are to portray a clean and professional image at all times. For all staff; rings, necklaces, piercings and other jewelry should be kept to a minimum for the safety of you and the clients. Do not use scented perfumes, body washes and colognes. Tattoos must be covered.

Nametags

We will provide our associates with nametags. These nametags must be worn at all times when on assignment with our clients. If you should lose your nametag, please advise your supervisor/manager, and it will be replaced.

Transportation

You will be responsible for providing your own transportation to and from assignments. Before accepting an assignment, be sure that you have appropriate transportation. If you will be using public transportation, make sure that the schedule allows for early arrival. Transportation problems are not acceptable reasons for canceling an assignment.

When driving, all caregiver are **required** to pull off the road if you are on your mobile phone speaking to **Right At Home** office staff.

Visitors

It is not considered appropriate work behavior to allow personal guests into a client's home/facility. Please be considerate in this, you are there to provide a comfortable setting for the client and not intrude upon his/her personal space. Visitors are not allowed at a client's home/facility. **THERE ARE NO EXCEPTIONS TO THIS RULE.**

Use of Client's Goods

You are never to use client's supplies or groceries for your own personal use. This includes using any of the client's appliances for personal use (i.e.: washer, dryer). Bring your own meals and drinks from home. If you are invited by the client or family members to join in a meal, then you are free to do so.

EXCEPTION: If you are providing care/homemaking for a Medicaid Waiver client, you are not allowed to consume any product belonging to the client.

Personal Items at Work

Right at Home will not be held responsible for loss of or damage to any personal items. If you have items such as a cell phone, pager or PDA, you are responsible for keeping it out of harm's way. Please note: the previous list is not an all-inclusive list of items in which we are not responsible, these are just examples of items that we will not assume responsibility for, and we cannot be held responsible for items listed or not.

Emergency Situations

Emergency Closings

Except for regularly scheduled holidays, **Right At Home** will be open for business on Mondays through Fridays during normal business hours. The company recognizes that circumstances beyond its control, such as inclement weather, national crisis, or other emergencies do occur. On such occasions the company may close for all or part of a regularly scheduled workday.

When an occasion arises that you will not be able to make an assignment due to an emergency situation, it is not assumed by **Right At Home** that you will not be attending. If it is after normal business hours, you will be directed

to the answering service, a message from you will be sent to a manager on call, and you should receive a returned phone call promptly. If you have not received a phone call, you should continue to call until you have spoken with a manager. If you do not personally speak with a manager, you are still considered active on that shift.

Emergencies in the Home

Emergencies are always a possibility. It is important that you stay calm and call the **Right at Home** office immediately. If it is a serious accident or incident, then your first priority is to call 911, then call the **Right at Home** office as soon as possible. If you are uncertain about calling for emergency help, it is better to err on the side of safety and to call for help.

Emergencies in the Facility

For emergencies occurring in the facility, your first duty is to remain calm. Next, if it is in the resident's room, immediately turn on the call light. If not in a resident's room, call for help. You should then follow the facility's emergency guidelines. Prior to your first shift, many facilities will provide an orientation that will outline their emergency procedures. If an orientation is not required, it is your responsibility to inquire about the facility procedures.

Appendix

A) Confidentiality Agreement

As a condition of employment, you are required to read, agree to and execute the Confidentiality Agreement. For those who chose not to agree to this, you will not be eligible for employment. For those who break the terms of the Confidentiality Agreement, you will be considered voluntarily terminated.

B) Immunization Requirements

All staff in direct client contact will be required to document that they have received or declined to receive the influenza immunization.

C) Associate Acknowledgement

At the conclusion of orientation, you will be required to read and sign the Handbook document as a condition of Employment.

D) Polygraph Notification

To be completed at such time that a polygraph is deemed necessary.

EXHIBIT C

CO. FILE DEPT. CLOCK NUMBER 089
9VA 003818 200000 0055017055 1

Earnings Statement



MMR SENIOR ALLIANCE CORP
DBA RIGHT AT HOME OF MIDDLE TN
518 UPTOWN SQUARE
MURFREESBORO, TN 37129

Period Beginning: 05/21/2017
Period Ending: 06/03/2017
Pay Date: 06/09/2017

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 0
TN: No State Income Tax

LISA MARIE THORNTON
792 YOUNG RD
MORRISON TN 37357

Earnings	rate	hours	this period	year to date
Regular	10.0000	80.00	800.00	2,075.00
Overtime	15.0000	7.25	108.75	663.75
Gross Pay			\$908.75	2,738.75

Important Notes

YOUR BANK WAS NOTIFIED OF YOUR REQUEST FOR DIRECT DEPOSIT. IT WILL BEGIN AFTER ACCOUNT VERIFICATION.

Deductions	Statutory		
Federal Income Tax		-57.61	169.33
Social Security Tax		-56.34	169.80
Medicare Tax		-13.17	39.71
Net Pay		\$781.63	
Net Check		\$781.63	

Your federal taxable wages this period are \$908.75

ADP
1877-423-7243

2/15/17
1/15/17
1/15/17

21-27

Weekly Time Card

5/21 - 6/3



Week Ending Date, Saturday: _____ Client Name: _____

Caregiver's Name: Brenna Taylor

Write AM or PM after time.

Time Card due by 12 noon Monday.

Day	Date	Time In	Time Out	Total Hrs	Miles	Client Signature*
Sun						
Mon	5/22	7	4	9 ✓	✓	
Tue	5/23	7	2	9 ✓	✓	
Wed	5/24	7	4	9 ✓	✓	
Thur	5/25	7	4	9 ✓	✓	
Fri	5/26	7	4	9 ✓	✓	
Sat						
Total for Client						

For Office Use Only				
Regular Hrs	OT/Holiday	Overnights	Miles	Expenses
40	3			

*Client Statement: I agree by my signature that the hours I have indicated above are accurate. I further agree that these services were performed in accordance with the Terms and Conditions on the reverse side of this time sheet.

Employee Signature: _____

*Employee Statement: I declare that I have sustained no injury on this assigned job. I attest that the days and hours indicated are correct. I understand that in order to be paid, this time card must be completed, verified, and signed by both me and the client. I understand that each Right at Home office is an individually owned and operated franchise apart from Right at Home, Inc. and that I am an employee of a local franchise and not Right at Home, Inc.

wk 1
wk 2

Use ballpoint pen - Press firmly

Pink Copy-Employer Yellow Copy-Billing White Copy-Payroll

10/28/2014

870
120
750

6/1/17
23

Weekly Time Card

5/21 - 6/3



Week Ending Date, Saturday: _____ Client Name: _____

Caregiver's Name: Paula Witty

Write AM or PM after time.

Time Card due by 12 noon Monday.

Day	Date	Time In	Time Out	Total Hrs	Miles	Client Signature*
Sun	5/21	12	7	7 ✓	5/28	12-9 ✓ 9 ✓
Mon					5/29?	5-10 ✓
Tue	5/23	5	10	5 ✓	5/30	5-10 ✓
Wed						
Thur	5/25	5	10	5 ✓	6/1	3-10 ✓ 7 ✓
Fri						
Sat	5/27	10	7	9 ✓	6/3	12-7 ✓ 7 ✓
Total for Client						

For Office Use Only				
Regular Hrs	OT/Holiday	Overnights	Miles	Expenses
24	28			

*Client Statement: I agree by my signature that the hours I have indicated above are accurate. I further agree that these services were performed in accordance with the Terms and Conditions on the reverse side of this time sheet.

Employee Signature: _____

*Employee Statement: I declare that I have sustained no injury on this assigned job. I attest that the days and hours indicated are correct. I understand that in order to be paid, this time card must be completed, verified, and signed by both me and the client. I understand that each Right at Home office is an individually owned and operated franchise apart from Right at Home, Inc. and that I am an employee of a local franchise and not Right at Home, Inc.

wk 1
wk 2

Use ballpoint pen - Press firmly

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ROBERTA WILSON, ANGELA WILSON, AND LISA THORNTON, ON BEHALF OF THEMSELVES AND ALL OTHERS SIMILARLY SITUATED

(b) County of Residence of First Listed Plaintiff RUTHERFORD
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) J. Gerard Stranch, IV
Anthony Orlandi, Joe Leniski and Callie Jennings of Branstetter, Stranch and Jennings, PLLC; 223 Rosa L Parks Ave, Suite 200, Nashville TN 37203; 615.254.8801

DEFENDANTS

MMR SENIOR ALLIANCE CORP DBA RIGHT AT HOME OF MIDDLE TENNESSEE AND BHAVANI MUVVALA

County of Residence of First Listed Defendant WILLIAMSON
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 USC SECTION 201 et seq.

Brief description of cause:

VIOLATIONS OF THE FLSA AND STATE TORT LAW CLAIMS

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/27/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Employees Sue MMR Senior Alliance Corp for 'Cheating' Them Out of Wages](#)
