FICTIONAL SAMPLE · DRAFTED BY DEMANDLETTERHUB FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- [VERIFY: federal and Kansas agency filing deadlines and prerequisites for this claim]. The letter states no deadline. Confirm whether an agency complaint is required or time-sensitive before this is sent.
- The laws named in Legal Basis are general references only and are marked [VERIFY]. Confirm which federal and Kansas laws apply and whether the Kansas retaliatory discharge theory fits these facts.
- Per the firm notes, the client does not want reinstatement, so the Demand section leaves that item out. Confirm the attorney wants it omitted rather than stated.
- Losses are not calculated. The records give rates, periods and some amounts, but no lost-wage, 401(k) or premium totals. The Harm table has [ADD] placeholders and no total. Confirm the end of the back pay period and that the client actually started at Ridgeline Clinical Billing Inc. on January 26, 2026 (only an offer letter is in the file).
- The only pay stub covers September 14 to 27, 2025. Confirm the client was paid for September 28 to October 3, 2025. Her note says no pay was received from October 4, 2025.
- The records show Mr. Delancey knew of her August 29, 2025 objection and was told a review was underway. They do not show that he was told she was the reporter, or that Ms. Carrow knew of the hotline report before approving the termination. The letter is worded to match. Ms. Carrow is both the addressee and the approver, so consider whether to address the letter to her.
- The 47-visit list is not in the file. The records say the visits had no signed notes and no GPS check-in. They do not establish that the visits were not made, and the letter says only what the records say.
- The statement that no batch errors were flagged before September comes from the client's own comment on the warning. No batch-error data is in the file. The outcome of the compliance review is unknown.
- Missing items are marked [ADD]: firm address, date, delivery method, recipient address, general counsel name, demand amount and response deadline.

Ashford Kerrigan LLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Linda Carrow, Chief Executive Officer
Gateway Hearth Home Health Services LLC
[ADD: street address]
[ADD: city, state ZIP]

Re: Retaliation against Theresa Mbeki; termination of October 3, 2025; Compliance Hotline Report No. CH-2025-0193

Dear Ms. Carrow:

Introduction

We represent Theresa Mbeki, who worked for Gateway Hearth Home Health Services LLC ("Gateway Hearth") as a Billing Coordinator [compliance_report_and_emails.pdf p.1]. This letter concerns her termination on October 3, 2025, which followed her refusal to submit certain claims and her report to Gateway Hearth's compliance hotline. Please direct all further communication about this matter to this office.

Employment background

Gateway Hearth hired Ms. Mbeki on January 13, 2025 [termination_and_reviews.pdf p.1]. Her manager was Scott Delancey, Billing Manager [termination_and_reviews.pdf p.1].

Her record before September 2025 was strong:

- Her introductory period review, dated April 14, 2025 and written by Mr. Delancey, rated her 4 of 5, "Exceeds Expectations." It stated: "Theresa has the lowest claim rejection rate on the team at 1.8%. She is already training new coordinators." [termination_and_reviews.pdf p.1]
- Her pay increased from $26.50 to $27.85 per hour, effective April 20, 2025 [termination_and_reviews.pdf p.1].
- Her Q2 2025 scorecard, dated July 7, 2025, shows 3,412 claims submitted, a 1.6% rejection rate and a rating of "Meets or Exceeds" [termination_and_reviews.pdf p.1].
- Her personnel record shows no discipline on file before September 24, 2025 [termination_and_reviews.pdf p.1].

The protected activity

In her hotline report, Ms. Mbeki stated that since July 2025 her manager had told her to submit claims for skilled nursing visits that had no signed visit notes and no GPS check-in in the scheduling system [compliance_report_and_emails.pdf p.1]. She stated that she flagged 47 such visits for July and August 2025 [compliance_report_and_emails.pdf p.1].

On August 29, 2025 at 10:02 a.m., Ms. Mbeki emailed Mr. Delancey. She wrote that the 47 visits on the attached list had no notes and no check-in, that she was not comfortable submitting them,

and asked whether the claims could be held until the notes were in [compliance_report_and_emails.pdf p.1]. At 10:26 a.m., Mr. Delancey replied: "Bill them anyway. We can't miss the month-end cutoff. The nurses will backfill notes." [compliance_report_and_emails.pdf p.1]

On September 8, 2025 at 7:41 p.m., Ms. Mbeki submitted Compliance Hotline Report CH-2025-0193 under her own name; the report was not anonymous [compliance_report_and_emails.pdf p.1]. She recounted the August 29 exchange and wrote that she believed billing Medicare for visits that were not made is fraud. She also stated that she had kept a list of the visit numbers [compliance_report_and_emails.pdf p.1].

On September 10, 2025, Compliance Officer Gail Prentiss wrote to Ms. Mbeki that Gateway Hearth had opened a review and that her manager had been informed that a review was underway [compliance_report_and_emails.pdf p.1].

The retaliation

Ms. Mbeki's treatment changed after she raised these concerns:

Date	Event	Who	Source
September 12, 2025	Ms. Mbeki was told that all her claim batches would be reviewed by Mr. Delancey before submission, and that she must send him a daily productivity log.	Scott Delancey	[compliance_report_and_emails.pdf p.1]
September 24, 2025	Written warning issued for "Productivity below expectations; batch errors." Ms. Mbeki noted on it that she had no errors flagged before September and that the only batches held were the undocumented visits.	Scott Delancey	[termination_and_reviews.pdf p.1]
October 3, 2025	Employment ended "for failure to meet performance expectations after a written warning." Final pay was to be issued on the next regular payday.	Scott Delancey; approved by Linda Carrow, CEO	[termination_and_reviews.pdf p.1]

The reasons Gateway Hearth gave do not match its own earlier records. Eleven weeks before the warning, Mr. Delancey rated Ms. Mbeki "Exceeds Expectations" and described her rejection rate as the lowest on the team [termination_and_reviews.pdf p.1]. Her Q2 scorecard, issued less than three months before the warning, rated her "Meets or Exceeds" [termination_and_reviews.pdf p.1]. No discipline was on file before September 24, 2025 [termination_and_reviews.pdf p.1]. The written warning states its reason in a single line, and the copy we have identifies no specific batch or error [termination_and_reviews.pdf p.1].

The warning came sixteen days after her hotline report, and the termination followed less than four weeks after it [compliance_report_and_emails.pdf p.1; termination_and_reviews.pdf p.1].

The person who issued both the warning and the termination was the manager whose instruction she had refused and reported [compliance_report_and_emails.pdf p.1; termination_and_reviews.pdf p.1].

Harm to our client

Ms. Mbeki received no pay from October 4, 2025 until she began new employment, which according to an offer letter dated January 9, 2026 was to start on January 26, 2026 [pay_and_benefits.pdf p.1]. Her losses include the following. The amounts shown are as read from the records, and calculations are still to be completed.

Item	Period	Amount	Source
Lost wages	October 4, 2025 to January 26, 2026 (per client)	$27.85 per hour; $2,228.00 gross for the two-week period ending September 27, 2025 (80.00 regular hours); total lost wages [ADD: calculation]	[pay_and_benefits.pdf p.1]
Employer-paid medical coverage (employee plus child)	Coverage ended October 31, 2025	Employer had paid $612.00 per month	[pay_and_benefits.pdf p.1]
Replacement individual health coverage for Ms. Mbeki and her son	From November 1, 2025; [ADD: end of period]	$684.00 per month; total paid [ADD: amount]	[pay_and_benefits.pdf p.1]
Employer 401(k) match	From October 4, 2025	4% of eligible pay; match paid in 2025 through October 3, 2025 was $1,604.24; lost match [ADD: calculation]	[pay_and_benefits.pdf p.1]
Lower pay in new position	From January 26, 2026	$23.50 per hour at 40 hours per week, compared with $27.85 per hour at Gateway Hearth; difference [ADD: period and amount]	[pay_and_benefits.pdf p.1]

Total lost pay and benefits: [ADD: total, to be calculated]

Legal basis

Federal and Kansas whistleblower and anti-retaliation laws may apply to these facts, depending on the nature of Gateway Hearth's business and billing and on what Ms. Mbeki reported. These may include the anti-retaliation protections of the federal False Claims Act [VERIFY] and Kansas law on retaliatory discharge of employees who report suspected violations of law [VERIFY: Kansas rule on whistleblower retaliatory discharge]. Ms. Mbeki reported what she believed to be improper billing of Medicare, and she was disciplined and terminated within weeks. We reserve all rights and remedies under federal and Kansas law. [VERIFY: federal and Kansas agency filing deadlines and prerequisites for this claim]

Demand

On Ms. Mbeki's behalf, we demand that Gateway Hearth:

- Pay Ms. Mbeki back pay and lost benefits from October 4, 2025 through [ADD: end of back pay period]. This includes lost wages, the employer 401(k) match, and the cost of replacement health coverage above what she paid as an employee [ADD: confirm benefits components].
- Remove the September 24, 2025 written warning and the October 3, 2025 termination from her personnel file.
- Provide a neutral reference to prospective employers, confirming only her dates of employment and position [ADD: reference contact or procedure].
- Pay [ADD: demand amount] in full resolution of her claims.
- Refrain from any further retaliation against Ms. Mbeki, including in communications with prospective employers.
- Preserve all records related to this matter. These include Compliance Hotline Report CH-2025-0193 and the related review; the August 29, 2025 emails and the list of 47 visits; the claim batches, visit notes, scheduling and GPS check-in data for July through October 2025; Ms. Mbeki's personnel file and productivity logs; and all communications about her written warning and termination.

Please respond in writing by [ADD: response deadline].

Sincerely,

Colleen M. Kerrigan
Ashford Kerrigan LLC

cc: [ADD: general counsel name], General Counsel, Gateway Hearth Home Health Services LLC