

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

November 4, 2025
CA3787

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

El Dorado Hills MC Limited Partnership
Certified Mail #9589071052702856215093
PARACORP INCORPORATED
Matthew Marzucco
2804 GATEWAY OAKS DR.,
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of James Munhall ("Plaintiff") and all other Aggrieved Employees of Mosaic Management Inc. and/or El Dorado Hills MC Limited Partnership ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Mosaic Management Inc. and/or El Dorado Hills MC Limited Partnership in California, including any employees staffed with Mosaic Management Inc. and/or El Dorado Hills MC Limited Partnership by a third party, and classified as non-exempt employees during the time period of November 4, 2024 until a date as determined by the Court ("PAGA Period").

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from February of 2024 to September 11, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff was employed by Defendant as a maintenance manager from February of 2024 to September 11, 2025 working at 2288 Francisco Dr., El Dorado Hills, CA 95762. Plaintiff performed his job duties consisting of managing housekeeping, handling pre-maintenance tasks such as checking equipment, greasing equipment, making sure floors are clean, checking on water valves, checking alarms, doors, and preparing rooms for residence. Plaintiff also drove a bus to help nursing aids pick up new residents.

First, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, sick pay, and meal and rest break premium rates during certain pay periods. For example, Defendant paid Plaintiff, including but not limited to, "ShiftCReg" non-discretionary incentive wages during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid break premiums, and/or was paid sick pay wages. As a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Further, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. Plaintiff would be called to do various maintenance tasks either while preparing to take a break or on a break and Defendant knew or should have known Plaintiff was not able to take all of his breaks due to Defendant's lack of staffing at his job site. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. In fact, Defendant never paid a single rest break penalty to Plaintiff during the PAGA Period.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. Plaintiff would be called to clean up various messes or to manage landscapers or contractors who came in to the property while clocked out for his meal break. Further, Plaintiff would be asked to do work over the weekends and would start performing his job duties prior to clocking in due to the amount of work that needed to be done many times. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid

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minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to talk with managers, other co-workers, the housekeeping staff he was in charge of, and any landscapers or contractors that came to the property. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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Labor and Workforce Development Agency
Online Filing

Mosaic Management Inc.
Certified Mail #9589071052702856215086
GKL CORPORATE/SEARCH, INC.
Clint Congdon
One Capitol Mall, Suite 660
Sacramento, CA 95814

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Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.